
DEVELOPMENT AGREEMENT
BETWEEN
LUMINANT GENERATION COMPANY LLC
LUMINANT MINING COMPANY LLC
AND
THE CITY OF SULPHUR SPRINGS

DATED OCTOBER 16, 2018

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DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into pursuant to Section 212.172, and Chapters 271 and 380 of the Texas Local Government Code between the City of Sulphur Springs, Texas (the "City"), a municipal corporation organized under Article 11 of the Texas Constitution, whose address is 125 South Davis Street, Sulphur Springs, Texas 75482, acting by and through its City Manager, and Luminant Mining Company LLC and Luminant Generation Company LLC (together, "Luminant"), each a Texas limited liability company, with principal offices at 6555 Sierra Drive, Irving, Texas (City and Luminant are sometimes individually referred to as a "Party", and collectively as the "Parties").

RECITALS

WHEREAS, the City is a home rule city in Hopkins County, Texas; and

WHEREAS, Luminant owns approximately 4,901.228 acres of unincorporated real property in Hopkins County, Texas (the "Land"), more particularly and separately described in the attached Exhibit "A", some of which is located in the extraterritorial jurisdiction of the City ("ETJ"); and

WHEREAS, portions of the Land were permitted for mining operations by Luminant, which mining has been completed; and

WHEREAS, a portion of the Land, more particularly and separately described in the attached Exhibit "A", was permitted for mining operations by Luminant, which mining has been completed (the "Reclamation Tract"), and is now subject to the reclamation requirements of the Railroad Commission of Texas ("RRC"), which requirements are codified in 16 Texas Administrative Code § 12.1 et seq. (the "Coal Mining Regulations") and governed by Permit Nos. 5G and 56, issued by RRC to Luminant, as amended from time to time (together with the other permits listed herein, the "Permits"), and secured by a blanket collateral bond posted by Luminant (the "Bond"), which is required to be maintained with the RRC in an amount sufficient to cover the approved reclamation cost until release of all reclamation obligations; and

WHEREAS, the Reclamation Tract is also subject to the rules and regulations of various other regulatory agencies including, but not limited to, the Texas Commission on Environmental Quality ("TCEQ") and the United States Army Corps of Engineers (the "Corps") (the regulations, collectively, the "Environmental Regulations"); and

WHEREAS, Luminant, in furtherance of its operations, placed or constructed certain Improvements and Facilities (both defined herein) on the Land, and will, subject to this Agreement, install certain Improvements on the Reclamation Tract, namely a water impoundment, stream channels and forested wetlands (the Improvements, Facilities and Land, collectively referred to as the "Property"); and

WHEREAS, the City desires to own and flexibly develop, use and maintain the Property as a multi-use site for the benefit of its residents; and

WHEREAS, Luminant desires (i) to transfer the Property to the City, and (ii) to prepare the Property to be developed by the City into a multi-use site, all subject to (a) Luminant's ability to continue the current use of certain portions of the Land, which includes Luminant's ability to continue reclamation operations; (b) Luminant's ability to remain in compliance with the Coal

Mining Regulations, the Permits, the Environmental Regulations and any other rules and regulations covering its reclamation obligations or its occupancy of the Land; (c) the final approval by the RRC of all necessary permit revisions, and the release of the Reclamation Tract from the Permits, the Bonds, the Environmental Regulations and from any other programs or permits covering reclamation obligations (the “Releases”); and (d) the City’s guarantee that the City’s current or future land-use and development regulations and/or ordinances shall not be applicable to the Reclamation Tract and any Facilities or Improvements located thereon until the Releases have been provided in full and final form, in consideration for which, among other things, Luminant agrees to enter into this Agreement; and

WHEREAS, the City desires to permit Luminant to continue reclaiming the Reclamation Tract in accordance with (i) the Coal Mining Regulations, the Permits, the Environmental Regulations, and any other rules and regulations covering reclamation obligations on the Reclamation Tract, and (ii) this Agreement, without the Reclamation Tract being subject to current or future land-use and development regulations and/or ordinances of the City; and

WHEREAS, the RRC supports reclamation activities and changes of land-use that result in beneficial land use by the general public and, specifically, local communities; and

WHEREAS, the Land is eligible to be the subject of a development agreement under Section 212.172 of the Local Government Code and an economic development agreement under Chapter 380 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in compliance with Section 212.172 and Chapter 380, in order to address the desires of Luminant and the City; and

WHEREAS, the City will be the beneficiary of the reclamation activities undertaken by Luminant, which activities constitute services for purposes of Chapter 271 of the Texas Local Government Code; and

WHEREAS, the City Council has found that development of the Property in compliance with this Agreement will serve a public purpose, be in the best interests and welfare of the public, and provide future benefit to the economy of the City; and

WHEREAS, the City Council authorized and approved this Agreement at a special meeting of the City Council subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on October 16, 2018 (Resolution No. 1155), that approved this Agreement with Luminant on the terms and conditions herein; and

WHEREAS, Luminant and the City acknowledge that this Agreement is binding upon the City and Luminant, and their respective heirs, successors and assigns for the Term (defined herein) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Hopkins County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. PURPOSES, AUTHORITY AND CONSIDERATION

1.1 Authority. Authority for Luminant and the City to enter into this Agreement exists under the City Charter of the City, Section 212.172 and Chapters 271 and 380 of the Texas Local Government Code, and such other statutes as may be applicable. The approval of this Agreement is subject to and contingent upon authorization granted by the City Council.

1.2 Benefits. The City desires to enter into this Agreement to enhance the City's ability to plan for, enhance, coordinate and control the development of the Property. The City acknowledges that such enhancement and control will allow it to develop the Property as a multi-use site and be competitive in attracting industry and business to the City. The City desires to attract business and tax revenue for the benefit of the City and its residents, and thereby stimulate economic growth in the future, provide for efficient use of the Property, and serve a valuable public purpose.

Luminant desires to enter into this Agreement to facilitate the efficient and cost-effective reclamation and re-use of the Property and will benefit from the certainty provided by this Agreement with respect to its reclamation obligations and annexation, and from commitments made by the City with respect to the existing and planned Facilities and Improvements.

1.3 Consideration. The benefits to the Parties set forth in the Recitals and herein, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is acknowledged by the Parties.

1.4 Effective Date. This Agreement shall be effective on the date this Agreement is fully executed by both Parties.

1.5 Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years (the "Term").

1.5.1 Extensions to Term. Prior to the termination of the Term, and with one hundred eighty (180) days written notice to the City, Luminant, or any of its respective successors or assigns, may extend this Agreement for additional periods of five (5) years each if the Permits, the Bond, the Environmental Regulations and another rules and regulations covering reclamations obligations have not been fully and finally released; provided, however, that (i) Luminant is not in Material Breach of the Agreement, and (ii) such additional periods do not cumulatively exceed the limitations of State law.

1.5.2 Early Termination. Luminant may terminate this Agreement at any time after Closing but prior to the end of the Term, including as extended, if necessary, provided that:

1.5.2.1 the Permits, the Bond, the Environmental Regulations and any other rules and regulations covering reclamation obligations have been fully and finally released; or

1.5.2.2 the City has not satisfied the Conditions Precedent (defined herein) by the date set in Section 4 hereof.

SECTION 2. PURCHASE AND SALE

2.1 Purchase and Sale. Luminant agrees to sell and convey and the City agrees to purchase and pay for the Property. For clarity, the Property shall include all rights of Luminant whatsoever

in and to the Property, including without limitation all of Luminant's right, title and interest in and to adjacent streets, alleys, strips, gores, rights-of-way, privileges, easements, interests and appurtenances thereto. Luminant's rights and obligations under the Permits, its rights under the Exclusive Easement, and the rights otherwise reserved herein are hereby excluded from the Property.

2.2 Purchase Price. The purchase price for the Property is One Hundred and No/100 Dollars (\$100.00), and other good and valuable consideration consisting of the mutual covenants, restrictions, obligations and provisions of this Agreement.

2.3 Description of Property. The Property consists of and includes the following Land, Facilities, Improvements and other real and personal properties.

2.3.1 Land. The Land is 4901.228 acres more or less, as identified on Exhibit "A" attached hereto.

2.3.1.1 Description. The Parties acknowledge and agree that some of the descriptions describing portions of the Land are based on deed references, including metes and bounds, which are based on surveys conducted decades ago. The Parties acknowledge and agree that the Property description attached hereto is sufficient to accurately identify the Property to be conveyed until delivery and approval or deemed approval of a Survey of the Property. Upon approval or deemed approval of the Survey, the Property description set forth in the Survey shall be the description of the Property for all purposes of this Agreement.

2.3.1.2 Surveys. Luminant will furnish to the City any existing surveys or property descriptions of the Land that are in Luminant's possession. Should the City require a recertification of such surveys, recertification will be done at the City's sole cost and expense. For those portions of the Land that do not have a survey or a metes and bounds deed description, a legal description of the Land will be made by a registered professional land surveyor at the City's expense.

2.3.2 Facilities. Existing facilities on the Land include, but are not limited to, office and maintenance buildings, tank farms (bulk storage tanks), warehouse and warehouse yards, and storage and parking areas and rail sidings, as identified on Exhibit "D" attached hereto (the "Facilities").

2.3.3 Improvements. Existing Improvements on the Land include, but are not limited to, certain wetlands, haul roads, rail lines (including the KCS switch and rail crossing), culverts, access roads, drop structures, and the FM 1870 Bridge. Luminant will construct, as future Improvements, the Water Impoundments, stream channels and forested wetlands on the Land, as identified on Exhibit "E" attached hereto (the "Improvements").

2.3.3.1 Water Impoundments. The existing and future ponds or water bodies ("Water Impoundments"), some of which will require the City to secure authorization from TCEQ to store and/or use the water stored within such Water Impoundments, as listed with more specificity on Exhibit "L":

- a. A-18 Pond;
- b. B-15 Pond;

- c. B-17 Pond;
- d. B-18 Pond;
- e. C-06 Pond;
- f. D-03 Pond;
- g. G-13 Pond; and
- h. H-03 Pond.

2.3.4 Existing Water Right. At Closing, Luminant will transfer to the City Water Right No. 5906 (“Water Right No. 5906”), which currently authorizes the storage and use of the water in the B-15 Pond, B-18 Pond and D-03 Pond, subject to retaining from the City the right to use Water Right No. 5906 through the completion of reclamation and receipt of all Releases.

2.3.5 Waste Landfills. The Land includes four (4) industrial solid waste disposal sites, all of which may contain Class III solid wastes, have been closed pursuant to and in compliance with TCEQ rules pertaining to industrial solid waste management, and have been deed recorded in the Hopkins County Real Property Records, copies of which are attached hereto as Exhibit “F”.

2.3.6 Monitoring Wells and Dewatering Wells. As depicted on the attached Exhibit “G”, there are monitoring wells and dewatering wells associated with Luminant’s reclamation obligations. Such “Monitoring Wells and Dewatering Wells” will remain under Luminant management and control, subject to the Exclusive Easement, which management and control will transfer to the City upon the expiration of the Exclusive Easement.

2.3.7 Permits. At the completion of reclamation and upon satisfaction of the requirements under any Environmental Regulation or Coal Mining Regulation, and, specifically, after all of Luminant’s obligations related to discharge to the Water Impoundments have been met and the Bond has been released as to all areas covered under the Texas Pollutant Discharge Elimination System permit no. WQ0004122000 (the “TPDES Permit”), Luminant will transfer said TPDES Permit to the City.

If the City desires to operate the existing sewer plant, which is covered under the TPDES Permit, prior to said transfer, the City must acquire a separate permit from TCEQ.

2.4 Excluded Property. The Property shall not include:

2.4.1 those certain tracts of land, identified in Exhibit “B” and totaling 148.964 acres, which are encumbered with a right of first refusal for the benefit of a third-party (the “Excluded Tracts”), ownership of which shall be retained by Luminant;

2.4.2 the 1.3 acre tract owned by Oncor; and

2.4.2 the silo, conveyor and crusher, all of which Luminant shall remove during its reclamation operations.

2.5 Property Inspection. The City shall have the right, until ten (10) days prior to Closing, to i) inspect the Property and verify the feasibility and suitability of the Property for the City's intended use, and ii) conduct all desired studies, tests, and inspections of the Property that the City deems advisable; provided, however, the City may only enter upon the Property to conduct inspections upon one (1) business days' notice to Luminant; provided further, however, neither the City nor its agent will be permitted to dig or excavate, nor conduct any soil borings or backhoe trenching on any portions of the Land without the advanced written consent of Luminant, which consent may be withheld by Luminant in its sole and absolute discretion. The City shall backfill and restore any hole or trench resulting from any approved inspection as soon as reasonably practicable after completing the inspection. The City agrees to provide evidence to Luminant, before the City or its agents enter the Property, of the City's policies or its agents' policies of general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit covering liabilities for personal injury, death and property damage arising out of activities on or about the Property by the City and its agents and contractors.

2.6 Property Condition. The Property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation (except as expressly with respect to title), either express or implied, concerning or pertaining to the Property is made by Luminant. LUMINANT DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS PERTAINING TO THE PROPERTY, OR ANY PART THEREOF, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF TITLE (EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT), MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF GOOD AND WORKMANLIKE SERVICE. LUMINANT SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE RECLAMATION OF THE PROPERTY HAS BEEN COMPLETED OR WILL BE COMPLETED ACCORDING TO ANY STANDARD OR REGULATION OTHER THAN THAT ESTABLISHED BY THE PERMITS, THE COAL MINING REGULATIONS, AND THE ENVIRONMENTAL REGULATIONS, OR THAT THE RECLAMATION HAS RENDERED OR WILL RENDER THE PROPERTY SUITABLE FOR THE CITY'S PURPOSE. LUMINANT SHALL HAVE NO LIABILITY TO THE CITY FOR LOSS CAUSED BY SETTLING OR SHIFTING SOILS, IT BEING UNDERSTOOD BY THE PARTIES THAT THE CITY SHALL HAVE AN INDEPENDENT INSPECTION CONDUCTED BY A QUALIFIED EXPERT BEFORE COMMENCING ANY DEVELOPMENT OF THE PROPERTY. IN NO EVENT SHALL LUMINANT BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM THE CITY'S OWNERSHIP OR USE OF THE PROPERTY. The occurrence of the Closing shall constitute an acknowledgment by the City that the Property was accepted without representation or warranty, express or implied (except as set forth herein or in the special warranties of title set forth in the Deed) and otherwise in an "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition based solely on the City's own inspection. The acknowledgments and agreements of the City set forth in this Section shall survive Closing and shall not be merged therein.

2.7 Environmental Disclaimer. EXCEPT AS SET FORTH HEREIN, LUMINANT DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (AS HEREINAFTER

DEFINED) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, ANY FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPER LIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (COLLECTIVELY, THE "HAZARDOUS SUBSTANCE LAWS"). For purposes of this Agreement, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws. THE CITY IS ADVISED THAT THE PRESENCE OF JURISDICTIONAL WETLANDS OR WATERS OF THE UNITED STATES, TOXIC SUBSTANCES, INCLUDING ASBESTOS AND WASTES OR OTHER ENVIRONMENTAL HAZARDS, OR THE PRESENCE OF A THREATENED OR ENDANGERED SPECIES OR ITS HABITAT MAY AFFECT THE CITY'S INTENDED USE OF THE PROPERTY. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT, BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE CITY WILL BE PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND THE CITY IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LUMINANT. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY, THAT LUMINANT HAS NOT MADE AND WILL NOT BE OBLIGATED TO MAKE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, AND LUMINANT MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. The acknowledgments and agreements of the City set forth in this Section shall survive Closing and shall not be merged therein.

2.8 Water and Water Impoundments. The Water Impoundments may currently be exempted from permitting through exemptions related to Luminant's mining and reclamation operations. The City acknowledges that it may not qualify for the exemptions Luminant is currently afforded. The City further acknowledges that its subsequent, post-Bond release changes of water uses, which shall be at the City's sole discretion, cost and expense, from agricultural to another purpose may trigger water rights requirements by TCEQ.

2.9 Disclosures. Luminant hereby discloses to the City, and the City hereby acknowledges, that portions of the Property have been used for a variety of functions related to the operation and maintenance of a mine and the equipment associated with such operation and maintenance. As well, portions of the Land have been used historically by prior owners and/or tenants for farming, hunting and ranching, and in connection with such uses prior owners and/or tenants may have used on the Land fertilizers, insecticides, pesticides, and other potentially hazardous materials commonly used in connection with such operations, and may have operated on the Land gasoline and diesel powered farm equipment and vehicles that typically result in incidental deposits of oil, gasoline, diesel or other hydrocarbons on the Land.

2.9.1 Luminant shall deliver to the City or provide the City with reasonable access to copies of all reports, including but not limited to environmental reports, and data and inspections held by or for Seller, of which Seller has knowledge, regarding the Land and the Property; this explicitly includes a Phase I environmental site assessment ("Phase I") to be performed on the loading station, shop and office area to be performed at the request of Luminant for the purposes of this Agreement ("Luminant's Phase I").

2.9.2 Subject to the insurance requirements in Section 2.5 herein, the City, at its sole discretion, cost and expense, will perform or have performed a Phase I on all or portions of the Land ("the City's Phase I").

2.9.3 Subject to the insurance requirements in Section 2.5 herein, the City, at its sole discretion, cost and expense, will perform or have performed a Phase II environmental site assessment ("the City's Phase II") based on the findings of the City's Phase I.

2.9.3.1 The Baseline Report. The City's Phase II shall establish the baseline environmental condition for all portions of the Land assessed under the City's Phase II. For all portions of the Land which are not assessed during the City's Phase II, Luminant's Phase I, the City's Phase I, or the collective information from both Phase Is shall establish the baseline environmental condition.

2.9.3.2 Notwithstanding that the transfer of the Land is being done on an as is, where is basis, as noted in Section 2.6 herein, and that Luminant makes no warranty or representation to the condition of the Land, except as explicitly stated in this Agreement, the Baseline Report(s) sets forth any known or suspected recognized environmental conditions affecting the subject Land as of the Closing. The Parties agree that there shall be a rebuttable presumption that environmental conditions identified through any means after the Closing that were not identified in the Baseline Report(s) represent environmental conditions that first arose after the Closing and which, as between Luminant and the City, shall be the sole responsibility of the City.

2.9.3.3 The Baseline Report(s) is not a representation or warranty by Luminant regarding the environmental or physical conditions of the subject Land, and Luminant shall have no liability in connection with the accuracy or completeness thereof.

The information referred to in this Section 2.9 is made available without representation by Luminant or recourse to Luminant. The City relies on such information at its own risk. Without limiting the generality of the foregoing, the City acknowledges that Luminant has made no representations (expressed or implied) regarding the accuracy of such information, the qualifications of the parties preparing such information, or the conclusions set forth therein.

2.10 No Indemnification. LUMINANT SHALL HAVE NO OBLIGATION TO INDEMNIFY OR HOLD THE CITY HARMLESS FROM AND AGAINST CLAIMS, SUITS, LIABILITIES, COSTS, LOSSES, DAMAGES, OR EXPENSES FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY, ARISING FROM, OR RELATING TO THE USE OF THE PROPERTY BY THE CITY, THE CITY'S SUCCESSORS OR ASSIGNS, OR THEIR EMPLOYEES, AGENTS, GUESTS, LESSEES, LICENSEES OR INVITEES.

SECTION 3. PROJECT; CONTROL OF RECLAMATION; GOVERNING REGULATIONS

3.1 Project Defined. The "Project" established by the Agreement will be a multi-phased development project aimed at reclaiming the Property to an agricultural and/or industrial and commercial ("I/C") standard, for the benefit of the City's future marketing and/or development of the Property, in accordance with the Permits, the Coal Mining Regulations, and the Environmental Regulations. The Project includes all work by Luminant to satisfy any obligation of Luminant under any of the Permits, the Coal Mining Regulations, or the Environmental Regulations.

3.1.1 Luminant will submit the necessary administrative and/or significant revision applications to Mine Permit No. 5G and Mine Permit No. 56 to facilitate compliance with the Coal Mining Regulations and in furtherance of the Project, including, but not limited to, reclamation, land use, structure designs, bond map updates, surface and groundwater monitoring reports or monitoring changes, conversion of temporary structures to permanent, design packages, well transfers, reclamation cost estimates, groundcover and productivity reports, vegetation monitoring and Bond release.

3.1.2 Luminant will submit the following to the Corps in furtherance of the Project:

- a. An environmental covenant or deed restriction, in substantially similar form as attached hereto in Exhibit "H", for protection of certain jurisdictional Waters of the United States ("WOTUS") on the Land within Thermo A-1 Area and H-Area (zones C4 and D2), subject to further discussion with the Corps at the maturity of the mitigation effort and presentation to the Corps for concurrence on closure (estimated to occur in 2027, approximately).

3.1.3 The following portions of Property will be open to access to the City immediately upon Closing, subject to the retained right of entry provided herein, and shall not be subject to the Exclusive Easement:

- a. Any areas of the Property that have received Releases as of Closing.

3.1.4 Luminant shall continue reclamation of the following areas, which are part of the Reclamation Tract. All temporary diversions, ponds and roads need to be approved by the RRC as permanent or reclaimed.

3.1.4.1 A-1 Area. Luminant intends to reclaim the A-1 Area to the post-mine land uses approved in Permit No. 56 or revisions thereof, including three Water Impoundments, as delineated on Exhibit "L", pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams.

3.1.4.2 H-Area. Luminant intends to reclaim the H-Area to the post-mine land uses approved in Permit No. 5G or revisions thereof, including a Water Impoundment (H-03 Pond), pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams.

- a. H-03 Pond to be constructed by Luminant and have a capacity of 475-acre feet.

3.1.4.3 G-Area. Luminant has completed all dirt work and re-vegetation in the G-Area.

3.1.4.4 Central Area. Luminant intends to reclaim the Central area to the post-mine land uses approved in the Permits or revisions thereof, including, but not limited to, pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams:

- a. Teardown the silo, conveyor and crusher, and leave the concrete footings and slab in place;
- b. Remove any remaining lignite fines down to the stockpile base, leaving the stockpile base, if in useable condition, to be used by the City as a parking or storage area;
- c. Remove existing concrete slabs and footings, other than those mentioned in subparagraph (a) above, three feet (3') from the surface of the Land; and
- d. Allow the City to use, subject to its ability to be beneficially re-used, any concrete that is left after the removal of the silo and concrete slabs and footings.

3.1.5 Wetlands. The City agrees that upon conveyance of the Land and thereafter in its ownership of the Land, that the City will not impact or disturb any jurisdictional WOTUS or their associated riparian buffers until such time Luminant has met and satisfied the mitigation requirements of the Section 404 permit authorizations ("404 Permits"), listed in Exhibit "I", and such 404 Permits are finally and fully closed. The City acknowledges that prior to such closure of 404 Permit No. SWF-2012-00122 in the A-1 Area, unless otherwise negotiated with the Corps, long-term protection must be created for the affected wetland and WOTUS which will be in the form of legal deed recordation, conservation easement or other such other form of site protection required by the Corps.

Additionally, the City agrees that Luminant shall retain a right of entry to conduct surveys and studies for the evaluation of the WOTUS needed to verify that mitigation requirements are being met per the 404 Permits and Environmental Regulations. Likewise, the City agrees to allow Luminant to manage the WOTUS as needed to ensure completion and protection of mitigation to that standards of the 404 Permits and Environmental Regulations. Such management shall include, but not be limited to, supplemental vegetation planning, management of invasive species, repair of erosion and sediment control. Such rights of entry and management will be contained in the Exclusive Easement, attached hereto as Exhibit "J".

3.1.6 Placeholder.

3.2 Reclamation Standards and Requirements. All reclamation of the Property undertaken by Luminant will be in accordance with the Coal Mining Regulations, the Permits, the Bond, the Environmental Regulations and any other rules and regulations of other governmental agencies covering reclamation obligations, including but not limited to the Environmental Regulations related to former mining land or other real property impacted in the course of mining operations. The Parties acknowledge that there are currently twelve (12) open and active environmental permits attached to the Land, a complete listing of which is attached hereto as Exhibit "K". Luminant's compliance with applicable regulations shall be determined solely by the governmental agency with enforcement jurisdiction over those regulations.

The timing and sequencing of the reclamation of the Property will be determined and completed at the sole discretion of Luminant consistent with the Permits, the Coal Mining Regulations and the Environmental Regulations.

3.3 City Regulations. The City guarantees and agrees that, during the Term of this Agreement, the City will not (i) zone the Land or create a zoning classification on the Land that prohibits reclamation operations or impairs or impedes Luminant's ability to satisfy its reclamation obligations in a reasonable, prompt and efficient manner, (ii) require Luminant to submit, apply for, or record a subdivision plat, development plat, site plan, or building or development permit as a condition for performing its reclamation obligations; (iii) impose any standard or requirement for reclamation of the Land in addition to those existing under the Permits, the Coal Mining Regulations and the Environmental Regulations; (iv) require Luminant to construct any streets, bridges or other public improvements on the Land; (v) require Luminant to undertake any study of the Land for any purpose other than to provide the City with copies of any report or study Luminant submits to the RRC, TCEQ, the Corps, or other governmental agency; (vi) impose any impact fees or other fees, assessments, or taxes upon Luminant in conjunction with the performance of its reclamation obligations or occupation of the Land under the terms of this Agreement; (vii) require Luminant to comply with any wetland, storm water, flood plain, water quality or other environmental regulation of the City; or (viii) apply any other ordinance or other rule prohibiting the reclamation operations on the Land or impairing or impeding Luminant's ability to satisfy its reclamation obligations in a reasonable and efficient manner.

Except as provided herein, the City is authorized to enforce, in the same manner the regulations are enforced within the City's boundaries, all of the City's regulations and planning authority that do not interfere with, impair, or impede Luminant's reclamation obligations or the ability of Luminant to satisfy the Coal Mining Regulations, the Permits, the Environmental

Regulations or any rules or regulations of another governmental agency covering reclamation obligations, or the ability of Luminant to achieve full and final release of the Permits, the Bond, the Environmental Regulations or any other rules and regulations of other governmental agencies covering reclamation obligations.

3.4 Vested Rights.

3.4.1 Chapter 245 of the Local Government Code. This Agreement constitutes a “permit” within the meaning of Chapter 245 of the Texas Local Government Code and provides the City fair notice of the Project, as such term is defined therein. Notwithstanding any other provisions of this Agreement, or any applicable state law, the Project shall be deemed in progress, and not dormant for purpose of Section 245.005 of the Local Government Code, as long as the Bond remains outstanding. Except as provided in this Section, Luminant does not, by entering into this Agreement, waive (and Luminant expressly reserves) any right that Luminant may now or hereafter have with respect to any claim (a) of vested or protected development or other property rights arising from Chapter 245 of the Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal laws; or (b) that an action by the City constitutes a taking or inverse condemnation of all or any portion of the Land. This Agreement shall not terminate or be modified in the event that one or all of the state statutes referenced herein shall be repealed or modified.

3.4.2 Section 43.002 of the Local Government Code. The City acknowledges and agrees that, as of the Effective Date, Luminant has commenced use of the Land for the performance of its reclamation obligations, and that nothing herein shall be deemed a waiver of Luminant’s rights under Section 43.002 of the Texas Local Government Code to continue that use after annexation of all or any portion of the Land by the City.

3.5 Rights and Responsibilities. The Parties shall have the following obligations and responsibilities related to the Property.

3.5.1 Luminant’s Rights and Responsibilities. As long as any portion of the Property is under the Bond or otherwise subject to an Environmental Regulation or a Permit, Luminant shall have the following rights and responsibilities related to said portions of Property:

- a. reclamation, at its sole cost and in accordance with Coal Mining Regulations, the Permits, the Bond and any other rules and regulations covering reclamation obligations on the Property;
- b. full and sole authority over the reclamation operations and to make any regulatory decisions regarding the Property covered under the Bond, including those related to its development;
- c. sole, exclusive authority to consult with RRC, TCEQ, the Corps or any other agency or entity with jurisdiction over the mining and reclamation obligations on the Land; and

- d. no title to, interest in or authority over the Property or any portion thereof will transfer to the City until Closing, and such will not transfer except as expressly stipulated in this Agreement.

3.5.2 City's Rights, Responsibilities and Authority. The City shall have the following rights and responsibilities, and authority:

- a. assist Luminant in all respects in getting approval from the RRC to undertake this Project;
- b. assume from Luminant the obligations related to the Facilities and Improvements, which include, but are not limited to, those maintenance and removal obligations related to the main switch and rail crossing on the KCS switch and rail crossing, including but not limited to the obligations contained within that certain Temporary Private Road Crossing Agreement attached hereto and made a part hereof as Exhibit "Q", the FM 1870 Bridge, including but not limited to the obligations contained within that certain Agreement to Accept Donation for Highway Construction Projects and the Order from the Commissioners' Court of Hopkins County, attached hereto and made a part hereof as Exhibit "O", and Hopkins County Road 2307 ("CR 2307") and Hopkins County Road 2309 ("CR 2309"), including but not limited to the obligations contained in the Hopkins County Commissioners' Court orders and agreement attached hereto as Exhibit "P";
- c. own and maintain any Improvements added to the Land, or that the City otherwise installs on the Land ("City-Added Improvements");
- d. consult with and secure from TCEQ the right to impound and use water in amounts sufficient to allow the RRC to declare the Water Impoundments permanent (the "Water Rights").

In its attempts to obtain the Water Rights, the City shall:

- i. ensure that Luminant is apprised of and has the opportunity to participate in all meetings with the TCEQ or any other governmental agency;
- ii. provide Luminant with quarterly written updates, delivered within ten (10) days following the end of each calendar year quarter, on the status of the Water Rights, including what actions were taken in the preceding quarter and what actions it intends to take in the upcoming quarter; and
- iii. satisfy the Conditions Precedents stated in Section 4 hereof.

3.5.3 Joint Responsibilities. The City and Luminant shall work together to submit, on or before December 31, 2018, a joint application to the TCEQ for the amendment of Water Right No. 5906, which amendment shall:

- a. add the A-18 Pond, B-17 Pond, C-06 Pond, G-13 Pond and H-03 Pond; and
- b. add recreational and other uses to the B-15 Pond, B-18 Pond, D-03 Pond and A-18 Pond, B-17 Pond, C-06 Pond, G-13 Pond and H-03 Pond; and
- c. explain the relationship of the Parties, as it relates to said joint application and Water Right No. 5906; and
- d. not transfer Luminant's ownership of, nor impair Luminant's use of or compliance with Water Right No. 5906 until such has been transferred to the City in accordance with Section 2.3.4 herein.

3.5.4 Miscellaneous. For clarity, the City shall not be required to provide any financial support to Luminant for the development of the natural elements of the reclamation plan which are regulated by the RRC and will not have any authority or ability to direct the development or change those aspects which are regulated by the RRC.

For clarity, Luminant shall not be responsible for the costs or expenses associated with constructing, nor be required to provide any financial support to the City to construct or maintain any City-Added Improvements. Further, although the amendment referenced in Section 3.5.3 will be submitted by Luminant, Luminant shall not be responsible for the costs or expenses associated with completing the application for amendment or obtaining the Water Rights, including but not limited to those costs and expenses for modeling Water Right No. 5906.

Notwithstanding Luminant's regulatory control of those portions of the Property covered by the Permits or the Bond and that Luminant can design such portions of the Property and amend such designs from time to time at its sole discretion, Luminant will allow the City to review the design and any subsequent changes to it, and will endeavor, to the extent Luminant determines to be feasible in its sole judgment, to accommodate the City's desires and future uses of the Reclamation Tract in finalizing the Reclamation Tract design and in the developing of the Reclamation Tract.

SECTION 4. CONDITIONS TO CLOSE

Luminant shall have no obligation to convey the Property to the City until the City has satisfied the following conditions (the "Conditions Precedent"):

1. Receive authorization and approval from the City Council to enter into this Agreement; and
2. Secure from TCEQ Water Rights in an amount sufficient to allow the RRC to declare the Water Impoundments permanent; and
3. Submit joint application to the TCEQ for the amendment of Water Right No. 5906 on or before December 31, 2018; and
4. Submit application to the TCEQ for any additional Water Rights determined by TCEQ to be needed for the Water Impoundments within ninety (90) days of said TCEQ determination; and

5. Obtain an updated survey containing a sufficient description of the boundary of the Land and the Reclamation Tract; and
6. Deliver to Luminant an order from the Hopkins County Commissioners' Court that the terms and obligations in the orders and agreements related to CR 2307 and CR 2309, attached hereto as Exhibit "P", have been transferred to the City and that Luminant has been released of all liabilities and obligations related thereto; and
7. Deliver to Luminant confirmation from the Texas Department of Transportation that the terms and obligations in the agreements related to the FM 1870 Bridge, attached hereto as Exhibit "O", have been transferred to the City and that Luminant has been release of all liabilities and obligations related thereto; and
8. Deliver to Luminant the executed Landowner Consultation and Exclusive Easement.

Notwithstanding any other provision of this Agreement, with the exception of number 3 in the above list, if the Conditions Precedent are not satisfied by December 31, 2019, then this Agreement shall terminate and be of no force and effect, and the Parties shall have no further obligations to one another hereunder, except with respect to the obligations described herein as surviving termination of the Agreement.

The Parties may, by mutual written agreement, extend the period to satisfy any of the Conditions Precedent.

SECTION 5. CLOSING; OWNERSHIP

5.1 Closing Date. Within ten (10) days after all Conditions Precedent are satisfied ("Closing"), Luminant will convey the Property to the City subject to the provisions of this Agreement via a special warranty deed.

5.2 Closing Deliverables. At Closing, Luminant and the City shall cause to be delivered the following items, as applicable:

5.2.1 Luminant shall cause to be delivered to the City:

5.2.1.1 Title Policy. Luminant shall furnish to the City, at the City's expense, an Owner's policy of title insurance (the "Title Policy") in the amount of the appraisal district value, dated at Closing, insuring the City against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances), and the following exceptions (the "Permitted Exceptions"):

- a. The standard printed exception for standby fees, taxes and assessments.
- b. Utility easements.
- c. All easements and restrictions of record, and any easements shown on a survey.
- d. Reservations or exceptions otherwise permitted by this Agreement or as may be approved by the City in writing.

- e. The standard printed exception as to discrepancies, conflicts, or shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements.
- f. The Permits, and any other encumbrances to the Land being held to satisfy Luminant's reclamation obligations.

5.2.1.2 Executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer, and any record drawings, project manuals or any other documentation, if any, related to the conveyed Facilities and Improvements.

5.2.1.3. Special Warranty Deed. Luminant shall deliver a special warranty deed ("Deed") conveying fee simple title to the Property, free and clear of any liens or other encumbrances, subject only to the Permitted Exceptions.

5.2.2 The City shall cause to be delivered to Luminant:

5.2.2.1 the Exclusive Easement(s), as attached hereto in form as Exhibit "J"; and

5.2.2.2 an executed Waiver of Landowner Consultation, as attached hereto in form as Exhibit "M".

5.3 Closing Costs. All costs of Closing shall be apportioned equally between the Parties, except each Party shall pay its own attorneys' fees.

5.4 Luminant's Representations. Luminant represents and warrants to the City:

5.4.1 There are no existing contracts or agreements entered into by Luminant, either recorded or unrecorded, written or oral, affecting the Property, or any portion thereof or the use thereof, other than the Permitted Exceptions; and

5.4.2 Luminant has no knowledge of any pending or threatened condemnation proceedings with respect to the Property.

5.5 The City's Representations. The City represents and warrant to Luminant:

5.5.1 The City will make every effort to secure the Water Rights from TCEQ in an expeditious manner, and will allow Luminant to participate in the process; and

5.5.2 From and after Closing, the City agrees to accept and will own, operate and maintain the Property, subject to the terms set forth herein and those of the Exclusive Easement, and shall be responsible for all costs and obligations associated with same, including but not limited to those associated with the FM 1870 Bridge as delineated in Exhibit "O", CR 2307 and CR 2309 as delineated in Exhibit "P", and the KCS switch and rail crossing as delineated in Exhibit "Q", but with the exception of any costs related to Luminant's reclamation obligations. With respect to the Reclamation Tract, until Releases have been received, the City shall not use the Reclamation Tract or allow any use of the Reclamation Tract that is inconsistent with, interferes with, impairs or impedes Luminant's ability to satisfy its reclamation obligations. For clarity, the Parties agree that any subdivision and sale of all or any portion of the Reclamation Tract, prior to the Releases

being received, to a third-party end user for development shall be deemed a use inconsistent with Luminant's reclamation obligations.

SECTION 6. EXCLUSIVE EASEMENT; CONTINUATION OF RECLAMATION

6.1 Exclusive Easement. At Closing, the City will grant and convey to Luminant an exclusive easement over the Reclamation Tract (the "Exclusive Easement"), providing for the reclamation of the Reclamation Tract and access to the Reclamation Tract across the remainder of the Land. Such Exclusive Easement will be in the form attached hereto as Exhibit "J", and will run with the affected Land until all Releases have been received. Upon receipt of the Releases, Luminant will file in the Hopkins County Real Property Records a document releasing such released portions of the Land from the Exclusive Easement.

For clarity, at no time will the Reclamation Tract or any portion thereof be open to the public or available for use by the City in a manner inconsistent with Luminant's reclamation obligations.

6.2 Luminant's Use of the Property. Post-Closing, the City hereby consents and agrees to, at no cost to Luminant, Luminant's use and unrestricted access to any and all portions of the Land within the boundaries of Permit No. 5G and Permit No. 56 that may be reasonably necessary to comply with its obligations under this Agreement, or under the Environmental Regulations.

SECTION 7. THE CITY'S WAIVER OF GOVERNMENTAL IMMUNITY, REGULATORY ACTION

7.1 Chapter 271 of the Texas Local Government Code. The City and Luminant agree that Luminant's reclamation activities on the Reclamation Tract constitute services benefitting the City's ownership of the Land for purpose of Chapter 271 of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement with regard to the provision of these services to the fullest extent permitted by Section 271.152 of the Texas Local Government Code.

7.2 Section 212.172 of the Texas Local Government Code. The City and Luminant acknowledge and agree that this Agreement is a valid development agreement authorized in all respects under Section 212.172 of the Texas Local Government Code. The Parties expressly agree that the rights and obligations of the Parties under this Agreement shall survive the City's acquisition of title to the Land, in that this Agreement imposes rights and obligations on the Parties with regard to the Reclamation Tract that shall survive Closing, which rights and obligations are the consideration for Luminant's conveyance of the Land to the City. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement to the fullest extent permitted by Section 212.172.

7.3 Chapter 245 of the Texas Local Government Code. This Agreement is a permit for purposes of Section 245.001(1) of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory, injunctive relief, or mandamus arising from or relating this Agreement to the fullest extent permitted by Section 245.006 of the Texas Local Government Code.

7.4 Chapter 380 of the Texas Local Government Code. This Agreement is an economic development agreement for purposes of Chapter 380 of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from this Agreement to the fullest extent permitted by Chapter 380.

7.5 Other Law. The Parties do not intend the foregoing waivers to be an exclusive list. It is the Parties' intention that the City waive its governmental immunity for any issues, disputes, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement to the fullest extent permitted by the Texas Constitution or any other law of the State of Texas.

SECTION 8. ANNEXATION

8.1 Request to Expand Extraterritorial Jurisdiction. The execution of this Agreement by Luminant constitutes a request and petition under Section 42.022(b) of the Texas Local Government Code for the City to expand its extraterritorial jurisdiction to include all of the Land. The Parties agree that this is a legally sufficient request and petition by Luminant, and that no additional requests or petitions from Luminant are necessary for the City Council to consider and adopt an ordinance expanding the City's extraterritorial jurisdiction.

8.2 Expansion of Extraterritorial Jurisdiction. Promptly upon receipt of a copy of this Agreement executed by Luminant, the City Council shall place on its agenda for consideration an ordinance expanding the City's extraterritorial jurisdiction to include the Land. This Agreement shall not become effective until and unless City Council, by duly enacted ordinance approved after a public hearing complying with all City ordinances and the Texas Open Meetings Act, expands the City's extraterritorial jurisdiction to include all of the Land. The City shall provide Luminant at least three (3) days' written notice of any such public hearing.

8.3 No Annexation Prior to Closing. The Parties acknowledge and agree that this Agreement is not a petition for voluntary annexation nor consent to annexation by Luminant with regard to any portion of the Land. The City shall not annex any portion of the Land prior to Closing, nor shall the City take any step to commence annexation proceedings of any portion of the Land prior to Closing, including, without limitation, scheduling, issuing notice of, or conducting a public hearing concerning the annexation of any portion of the Land. In the event this Agreement terminates prior to Closing, the City shall comply with all requirements set forth in Chapter 43 of the Texas Local Government Code before initiating annexation proceedings regarding the Land, including providing Luminant or its successor due notice of any public hearing concerning annexation, and in that event, Luminant expressly retains and does not waive any rights of a property owner under Chapter 43. The provisions of this Section shall survive the termination of this Agreement if this Agreement is terminated prior to Closing.

8.4 Annexation after Closing. This Agreement shall not preclude the City from annexing all or any portion of the Land after title to the Land is conveyed to the City at Closing. To the extent Luminant's consent would be required to such annexation, this Agreement shall be deemed full and final consent to such annexation, without the necessity of further action by Luminant.

SECTION 9. EMINENT DOMAIN

Nothing herein shall be construed as a consent to eminent domain or as a waiver of any of Luminant's rights in an eminent domain proceeding. In the event that the City initiates eminent domain proceedings with regard to the Land following termination of this Agreement but prior to Closing, the City agrees that this Agreement shall be inadmissible in such proceedings and shall constitute no evidence of the fair market value of the Property.

SECTION 10. ASSIGNMENT

This Agreement may be assigned by Luminant without the consent of the City to any Luminant affiliated or related entity and Luminant will be released from its obligations under this Agreement upon delivery of a notice of such assignment to the City. Any assignment of Luminant's rights and obligations hereunder to an entity that is not affiliated with or related to Luminant will not release Luminant of its respective obligations under this Agreement until the City has approved the assignment in writing; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

Any assignment of the City's rights and obligations hereunder will not be effective unless first agreed to in writing by Luminant; provided, however, that the City is prohibited from assigning to any third-party that is involved in pending litigation against or is otherwise adverse to Luminant. Any assignment of the City's rights and obligations hereunder will not be valid unless and until Luminant approves the assignment in writing.

Prior to the future sale, conveyance or transfer of any portion of the Property, the City shall give written notice of this Agreement to the prospective purchaser, grantee or transferee, and shall also give Luminant at least ten (10) days' prior written notice of the sale or conveyance.

Pursuant to Subchapter G, this Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchasers. Any reference to Luminant or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11. EVENTS OF DEFAULT; REMEDIES

No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given); provided, however, in the event of any default by a Party hereunder, the failure to promptly cure of which could lead to an imminent risk of personal injury, loss of life, or damage to property, such Party shall take such immediate action as is reasonably necessary to avoid or mitigate such consequences. In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

The provisions of this Section 11 shall not apply to Section 4 and shall not operate to lengthen the time for performance of the Conditions Precedent or limit the ability of Luminant to terminate this Agreement on the date stipulated in Section 4 if the Conditions Precedent have not been satisfied on or before said date.

IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENTS ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.

SECTION 12. RECORDATION

This Agreement shall run with the Land, shall be recorded in the real property records of Hopkins County, Texas after the Effective Date, and shall be binding on the City, as the new owner of the Property, and the City's successors in title.

SECTION 13. WAIVER OF LANDOWNER CONSULTATION; NO PROTEST

13.1 Waiver of Landowner Consultation. Upon execution of this Agreement, the City agrees to waive any rights to and relieve Luminant and its affiliates (including, without limitation, Luminant Generation Company LLC) of any duty of landowner consultation associated with the release of the reclamation bond for the Property. Concurrently with the Closing, the City will provide Luminant with an executed Waiver of Landowner Consultation, in the form attached hereto as Exhibit "M", waiving the City's rights to landowner consultations associated with the Permits.

13.2 No Protest. As a part of the consideration supporting this Agreement, the City agrees and covenants not to contest, protest, or otherwise challenge any application that Luminant or any subsidiary, affiliate or assignee of Luminant or Vistra Energy Corp., formerly known as Energy Future Holdings Corp. and TXU Corp. (collectively referred to as "Applicant"), may file or make to any local, state or federal agency, including but not limited to the RRC, TCEQ, the Corps, and/or the United States Environmental Protection Agency, for any environmental, development, construction, or operation authorization, including, but not limited to any local, state or federal permit, registration or any other authorization for any facility or any portion of a facility, or any other structure or process in Hopkins County, Texas, or otherwise take a position adverse to Applicant, in any proceeding, in any form or forum, including, but not limited to, before or to the RRC, the TCEQ, the Texas State Office of Administrative Hearings, and/or state or federal court. The City's agreement and covenant not to contest, protest, or otherwise challenge any such actions or applications includes the City's express agreement and covenant not to file any public comments, requests for party status, motions to overturn, motions for reconsideration, objections or any other administrative or judicial appeals regarding such application or any authorization that Applicant obtains as a result of such application. The City's agreement and covenant not to contest, protest, or otherwise challenge such application also extends to any subsequent amendment or modification of any authorization that Applicant obtains as a result of any such application. The City further agrees and covenants not to seek or pursue revocation of any

authorization that Applicant obtains as a result of such application, or to attempt to enjoin, cease or restrain operations under such authorization, or take a position adverse to Applicant in any such revocation or injunction action, or in any other way attempt to otherwise constrain operations under such authorization, in any form or forum whatsoever. The provisions of this Section shall survive Closing, and Luminant may enforce the provisions hereof by any appropriate legal action.

SECTION 14. TAXES

14.1 Prorations. Taxes, interest, assessments, and rents for the year in which Closing occurs will be prorated through Closing. If taxes for the said year vary from the amount prorated at Closing, the parties shall adjust the prorations when tax statements for said year are available.

14.2 Rollback Taxes. If this Agreement, the underlying transfer of the Property from Luminant to the City, the City's use of the Property after Closing or Luminant's change in use of the Property pursuant to the purpose and provisions of this Agreement result in the assessment of additional taxes, penalties or interest ("Assessments") for periods prior to Closing, the Assessments will be the obligation of the City. If denial of a special use valuation on the Property claimed by Luminant results in Assessments for periods prior to Closing, the Assessments will be the obligation of Luminant. Obligations imposed by this Section 14 will survive Closing. In no event shall Luminant be liable for taxes assessed on the Property unless the taxes are actually paid by the City.

SECTION 15. GENERAL PROVISIONS

15.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

15.2 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery, addressed to Luminant or the City, as the case may be, at the addresses provided below:

The City: City of Sulphur Springs
Attn.: City Manager
125 South Davis Street
Sulphur Springs, Texas 75482

Luminant: Luminant Mining Company LLC
Attn.: Ashlie Alaman Stamper
6555 Sierra Drive
Irving, Texas 75039

15.3 Further Assurances; Cooperation. Each Party shall, from time to time, upon written request, execute and deliver such further instruments and documents as may be reasonably necessary to perform its obligations hereunder or to give full effect to this Agreement.

15.4 Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is similar in tenor to the unenforceable provisions as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in this Agreement.

15.5 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

15.6 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Luminant and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The filing of any third-party lawsuit relating to this Agreement will not delay, stop or otherwise affect this Agreement, unless otherwise required by a court of competent jurisdiction.

15.7 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

15.8 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance or resolution duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Luminant represents and warrants that this Agreement has been approved by appropriate action of Luminant, and that the individual executing this Agreement on behalf of Luminant has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

The City's execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Luminant's execution of this Agreement constitutes a valid and binding obligation of Luminant.

15.9 Enforcement; No Waiver. This Agreement may be enforced by Luminant or the City by any proceeding at law or in equity. The remedies herein provided shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement. The failure of either Party to insist at any time upon the strict performance or any covenant or agreement in this Agreement or to exercise any right,

power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

15.10 Law; Venue. This Agreement is governed by and construed in accordance with the laws of the State of Texas. The venue for any legal proceeding to enforce or interpret the provisions of this Agreement shall be in Dallas County, Texas, on agreement of the Parties and pursuant to Section 15.020 of the Civil Practice and Remedies Code.

15.11 Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

15.12 Construction. This Agreement shall be construed fairly and simply, and not strictly for or against either Party. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement.

15.13 No Partnership or Joint Venture. Nothing in this Agreement or any related document should be construed to create any form of partnership or joint venture among the Parties.

15.14 Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

15.15 Amendment. This Agreement may only be amended as mutually agreed in a writing duly executed by the Parties.

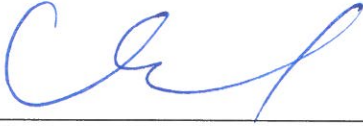
15.16 Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

15.17 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

15.18 No Merger. The obligations set forth herein shall survive Closing, and shall not be merged with the deed. The Parties acknowledge that the interest in the Exclusive Easement by Luminant, together with the covenants and restrictions imposed by this Agreement, vest Luminant with standing to enforce this Agreement under Section 212.172 the Texas Local Government Code after transfer of ownership of the Land to the City.

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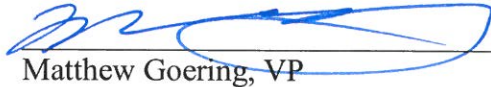
City of Sulphur Springs



Marc Maxwell, City Manager

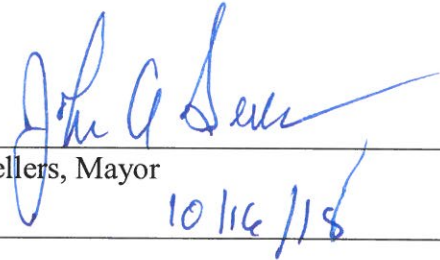
Date: 10-16-18

Luminant Mining Company LLC
Luminant Generation Company LLC



Matthew Goering, VP

Date: 10-16-18



John Sellers, Mayor

Date:

10/16/18

Approved as to form:



Jim McLeroy, City Attorney

Date:

10/16/18

Exhibit A - The Land

Tract Number	Tract Suffix	Grantor	Grantee	Recorded Date	County	State	Deed Volume	Deed Page	Acres	Survey
0001		FRANKIE D. MATTISON, ETAL	TEXAS UTILITIES GENERATING COMPANY	6/17/1982	HOPKINS	TX	421	723	50.0430	MARIA J DE LOS SANTOS COY
0001	A	DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	50.1400	MARIA J DE LOS SANTOS COY
0003		JON WAYNE LANDERS AND AMY RENEE LANDERS	TXU MIINING COMPANY LP	2/4/2016	HOPKINS	TX	724	918	23.8600	MARIA J DE LOS SANTOS COY
0003	A	JON WAYNE LANDERS AND AMY RENEE LANDERS	TXU MIINING COMPANY LP	2/4/2016	HOPKINS	TX	724	918	9.9600	MARIA J DE LOS SANTOS COY
0003	B	JON WAYNE LANDERS AND AMY RENEE LANDERS	TXU MIINING COMPANY LP	2/4/2016	HOPKINS	TX	724	918	11.2400	MARIA J DE LOS SANTOS COY
0004		LOUIS S. FERGUSON, ETAL	LUMINANT MINING COMPANY LLC	8/25/1981	HOPKINS	TX	417	535	48.6090	MARIA J DE LOS SANTOS COY
0004	A	DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	4.8700	MARIA J DE LOS SANTOS COY
0007	A	DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	1.6150	MARIA J DE LOS SANTOS COY
0008		PEGGY RAMEY	LUMINANT MINING COMPANY LLC	4/9/1980	HOPKINS	TX	403	533	100.0000	MARIA J DE LOS SANTOS COY
0012		DEANNA LANDERS	LUMINANT MINING COMPANY LLC	1/28/2010	HOPKINS	TX	726	83	4.2600	MARIA J DE LOS SANTOS COY
0012	A	RANDY WAYNE RIDNER	LUMINANT MINING COMPANY LLC	2/6/2010	HOPKINS	TX	726	882	0.6000	MARIA J DE LOS SANTOS COY
0012	B	TOMMY AND RHONDA PHILLIPS	LUMINANT MINING COMPANY LLC	2/8/2010	HOPKINS	TX	726	888	0.6050	MARIA J DE LOS SANTOS COY
0012	C	RANDY WAYNE RIDNER	LUMINANT MINING COMPANY LLC	2/6/2010	HOPKINS	TX	726	882	0.4220	MARIA J DE LOS SANTOS COY
0026		INA MELTON POWELL, ETAL	L. D. CROSS, TRUSTEE	3/17/1975	HOPKINS	TX	362	420	13.2100	MARIA J DE LOS SANTOS COY
0026		IRA MELTON	L. D. CROSS, TRUSTEE	3/17/1975	HOPKINS	TX	362	423	13.2100	MARIA J DE LOS SANTOS COY
0027		DANIEL W. EDGE AND WIFE, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	46.4100	MARIA J DE LOS SANTOS COY
0028		JOHN M. MORGAN, ETUX, LELA	L. D. CROSS, TRUSTEE	4/14/1975	HOPKINS	TX	362	573	57.0000	MARIA J DE LOS SANTOS COY
0029		DANIEL W. EDGE, ETUX, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	20.0000	MARIA J DE LOS SANTOS COY
0029	A	DANIEL W. EDGE, ETUX, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	26.0300	MARIA J DE LOS SANTOS COY
0029	B	DANIEL W. EDGE, ETUX, EDDIE JO	L. D. CROSS, TRUSTEE	1/30/1990	HOPKINS	TX	362	288	41.1300	MARIA J DE LOS SANTOS COY
0029	C	DANIEL W. EDGE, ETUX, EDDIE JO	L. D. CROSS, TRUSTEE	4/17/1975	HOPKINS	TX	362	288	14.3460	MARIA J DE LOS SANTOS COY
0030		SAMMY L. TATUM, ETUX, LINDA K.	TEXAS UTILITIES GENERATING COMPANY	6/17/1983	HOPKINS	TX	430	617	13.5300	THOMAS TOBAR
0031		SULPHUR SPRINGS BRICK COMPANY	L. D. CROSS, TRUSTEE	12/22/1976	HOPKINS	TX	375	394	28.9600	MARIA J DE LOS SANTOS COY
0032		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	1/1/1974	HOPKINS	TX	349	547	75.2200	MARIA J DE LOS SANTOS COY
0033		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	1/1/1974	HOPKINS	TX	349	547	46.3500	MARIA J DE LOS SANTOS COY
0034		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	7/10/1973	HOPKINS	TX	349	557	167.7900	THOMAS TOBAR
0036		LOUIE V. WOODALL, ETUX, MAROLYN C.	L. D. CROSS, TRUSTEE	9/15/1975	HOPKINS	TX	362	440	59.1600	THOMAS TOBAR
0037		LOUIE V. WOODALL, ETUX, MAROLYN C.	L. D. CROSS, TRUSTEE	9/15/1975	HOPKINS	TX	362	440	59.1600	THOMAS TOBAR
0038		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	1/1/1974	HOPKINS	TX	349	547	49.7100	THOMAS TOBAR
0039		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	1/1/1974	HOPKINS	TX	349	547	50.2300	THOMAS TOBAR
0040		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	1/1/1974	HOPKINS	TX	349	547	51.0000	THOMAS TOBAR
0041		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	1/1/1974	HOPKINS	TX	349	547	4.2400	LOGAN H MCKORKLE
0042		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	1/1/1974	HOPKINS	TX	349	547	34.4500	MARIA J DE LOS SANTOS COY
0044		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	1/1/1974	HOPKINS	TX	349	547	82.2700	THOMAS TOBAR
0045		K. E. ROSS	L. D. CROSS, TRUSTEE	1/24/1979	HOPKINS	TX	394	60	20.4370	LOGAN H MCKORKLE
0046		DAISY I. TARRANT, ET AL	TXU MINING COMPANY LP	5/24/2004	HOPKINS	TX	485	317	38.5000	WOODWARD RONE
0046	A	DOUGLAS TARRANT ET UX DEBRA TARRANT	TXU MINING COMPANY LP	5/24/2004	HOPKINS	TX	485	321	3.0000	WOODWARD RONE
0047		NEVILLE W. TANTON AND WIFE, NELL TERRELL TANTON	TXU MINING COMPANY LP	1/2/2004	HOPKINS	TX	467	108	35.4230	WOODWARD RONE
0048		JOHN MARK MCAFEE & WIFE LORI MCAFEE	TXU MINING COMPANY LP	1/10/2006	HOPKINS	TX	559	249	9.7030	WOODWARD RONE
0048	A	MIGUEL A. TREJO AND WIFE, DONNA F. TREJO	TXU MINING COMPANY LP	9/29/2005	HOPKINS	TX	546	912	1.0800	LOGAN H MCKORKLE
0048	B	RICHARD DARLIN	TXU MINING COMPANY LP	6/21/2004	HOPKINS	TX	489	409	2.5000	WOODWARD RONE

Exhibit A - The Land

Tract Number	Tract Suffix	Grantor	Grantee	Recorded Date	County	State	Deed Volume	Deed Page	Acres	Survey
0049		BILLY O. RAY	TXU MINING COMPANY LP	11/2/2005	HOPKINS	TX	551	609	35.1200	WOODWARD RONE
0050		LOUIE V. WOODALL, ETUX, MAROLYN C.	L. D. CROSS, TRUSTEE	9/15/1975	HOPKINS	TX	362	440	57.4450	THOMAS TOBAR
0050	A	LOUIE V. WOODALL, ETUX, MAROLYN C.	L. D. CROSS, TRUSTEE	9/15/1975	HOPKINS	TX	362	440	55.9120	THOMAS TOBAR
0052		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	5/3/1973	HOPKINS	TX	349	559	77.4200	THOMAS TOBAR
0053		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	5/3/1973	HOPKINS	TX	349	544	139.4600	THOMAS TOBAR
0054		LOUIE V. WOODALL, ETUX, MAROLYN C.	L. D. CROSS, TRUSTEE	9/26/1978	HOPKINS	TX	408	594	71.9400	THOMAS TOBAR
0056		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	5/3/1973	HOPKINS	TX	349	559	51.5600	THOMAS TOBAR
0056	A	EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	5/3/1973	HOPKINS	TX	349	559	51.5600	THOMAS TOBAR
0057		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	2/26/1973	HOPKINS	TX	349	561	168.7500	THOMAS TOBAR
0058		MINNIE LOU LEFAN ETAL	TEXAS UTILITIES GENERATING COMPANY	10/8/2007	HOPKINS	TX	394	552	114.2900	THOMAS TOBAR
0058	A	GARY DUNAVANT, ETUX, SANDRA	TEXAS UTILITIES GENERATING COMPANY	4/10/1979	HOPKINS	TX	394	649	1.0600	THOMAS TOBAR
0058	B	MICHAEL W. WEBB, ETUX, SANDRA	TEXAS UTILITIES GENERATING COMPANY	4/10/1979	HOPKINS	TX	394	556	1.9200	THOMAS TOBAR
0059		DARRELL WAYNE HARRIS ETUX CONNIE	TXU MINING COMPANY LP	10/1/2007	HOPKINS	TX	526	861	60.7260	W S HARPER
0060		PATRICIA ANN HARRIS GUNN	TXU MINING COMPANY LP	10/1/2007	HOPKINS	TX	572	72	61.8120	WOODWARD RONE
0061		JAMES CURTIS HARRIS AND ANN HARRIS	TXU MINING COMPANY LP	4/27/2006	HOPKINS	TX	573	663	60.6540	DANIEL MCDONALD
0062		BETTY JEAN HARRIS MEAD	TXU MINING COMPANY LP	10/25/2005	HOPKINS	TX	550	250	59.4200	W S HARPER
0063		AMY JOY WILER	TXU MINING COMPANY LP	4/5/2006	HOPKINS	TX	570	460	3.0050	WOODWARD RONE
0064		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	7/10/1973	HOPKINS	TX	349	550	89.5300	THOMAS TOBAR
0066		TALMADGE STONE ETUX RUBY STONE	L. D. CROSS, TRUSTEE	9/3/1975	HOPKINS	TX	365	685	54.5600	THOMAS TOBAR
0067		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	7/10/1973	HOPKINS	TX	349	554	20.7760	THOMAS TOBAR
0068		BILLY JACK ALLEN, ETAL	TXU MINING COMPANY LP	4/27/2005	HOPKINS	TX	527	709	47.2000	THOMAS TOBAR
0069		BILLY JACK ALLEN	LUMINANT MINING COMPANY LLC	12/31/2008	CAMP	TX	688	210	45.1900	W S HARPER
0069		BOBBY JOE ALLEN ESTATE BY BOBBY R ALLEN IND EXEC	LUMINANT MINING COMPANY LLC	12/29/2008	CAMP	TX	688	225	45.1900	W S HARPER
0069		BUDDY RAY ALLEN	LUMINANT MINING COMPANY LLC	12/31/2008	CAMP	TX	688	215	45.1900	W S HARPER
0069		A.N. GENE ALLEN	LUMINANT MINING COMPANY LLC	12/31/2008	CAMP	TX	688	220	45.1900	W S HARPER
0070		GINGER ELLEN HARRIS McCREIGHT	TXU MINING COMPANY LP	8/25/2006	HOPKINS	TX	590	688	62.3010	W S HARPER
0071		DAVID L. JACKSON, ETAL	TEXAS UTILITIES GENERATING COMPANY	1/9/1981	HOPKINS	TX	410	317	76.9000	THOMAS TOBAR
0071	A	DAVID L. JACKSON, ETAL	TEXAS UTILITIES GENERATING COMPANY	1/9/1981	HOPKINS	TX	410	317	1.6000	THOMAS TOBAR
0072		LARRY D. DEATON, ETUX, JUDITH	L. D. CROSS, TRUSTEE	11/2/1978	HOPKINS	TX	391	516	103.7200	THOMAS TOBAR
0073		BOBBY PRICE, ETUX, BETTY PRICE	L. D. CROSS, TRUSTEE	2/27/1976	HOPKINS	TX	368	792	87.9390	THOMAS TOBAR
0073	A	BOBBY PRICE ET UX BETTY PRICE	L. D. CROSS, TRUSTEE	2/27/1976	HOPKINS	TX	368	792	3.1420	THOMAS TOBAR
0073	B	BOBBY PRICE ET UX BETTY PRICE	L. D. CROSS, TRUSTEE	2/27/1976	HOPKINS	TX	368	792	0.8890	THOMAS TOBAR
0075		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	10/8/2007	HOPKINS	TX	349	552	127.3400	THOMAS TOBAR
0076		AMY MYRTLE DEATON ETAL	TEXAS UTILITIES MINING COMPANY	9/22/1987	HOPKINS	TX	45	214	79.7000	THOMAS TOBAR
0076	A	WILLIAM FRANK HODGE AND WIFE, JO RUTH HODGE	TEXAS UTILITIES MINING COMPANY	9/9/1987	HOPKINS	TX	45	219	0.9600	THOMAS TOBAR
0076	B	WILLIAM FRANK HODGE AND WIFE, JO RUTH HODGE	TEXAS UTILITIES MINING COMPANY	9/9/1987	HOPKINS	TX	45	219	1.0000	THOMAS TOBAR
0076	C	BILLY WAYNE DEATON ETUX GRETA SUE	TEXAS UTILITIES MINING COMPANY	9/22/1987	HOPKINS	TX	45	229	2.9000	THOMAS TOBAR
0078		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	1/2/1974	HOPKINS	TX	353	168	44.2800	THOMAS TOBAR
0079	A	HENRY W STONE ETUX VERA STONE	L. D. CROSS, TRUSTEE	10/8/2007	HOPKINS	TX	322	922	1.0120	THOMAS TOBAR
0080		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	7/10/1973	HOPKINS	TX	349	554	39.0480	THOMAS TOBAR
0082		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	7/10/1973	HOPKINS	TX	349	554	32.8750	THOMAS TOBAR

Exhibit A - The Land

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Tract Number	Tract Suffix	Grantor	Grantee	Recorded Date	County	State	Deed Volume	Deed Page	Acres	Survey
0084		DELILAH GILLISPIE WILLINGHAM ETAL	TEXAS UTILITIES MINING COMPANY	5/31/1988	HOPKINS	TX	60	310	38.3220	THOMAS TOBAR
0084	A	ALLENE LEWIS	L. D. CROSS, TRUSTEE	7/25/1975	HOPKINS	TX	379	81	31.2400	THOMAS TOBAR
0085		EARL DEAN OLIVER TRUSTEE	L. D. CROSS, TRUSTEE	7/10/1973	HOPKINS	TX	349	554	49.2270	THOMAS TOBAR
0087		GERALD E. THOMAS ET UX	TXU MINING COMPANY LP	12/13/2004	HOPKINS	TX	511	739	62.2000	NACODGOCHES UNIVERSITY
0088		FRANK WRIGHT	TXU MINING COMPANY LP	2/8/2007	HOPKINS	TX	609	338	40.1100	NACODGOCHES UNIVERSITY
0089		GERALD E. THOMAS ET UX	TXU MINING COMPANY LP	12/13/2004	HOPKINS	TX	511	739	39.6100	NACODGOCHES UNIVERSITY
0090		C. DON HICKS	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	29.4900	NACODGOCHES UNIVERSITY
0090	B	C. DON HICKS	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	1.0600	NACODGOCHES UNIVERSITY
0090	C	ELMER ELSWORTH BROOKS AND WIFE, LILLIE MAY BROOKS	TXU MINING COMPANY LP	11/30/2004	HOPKINS	TX	509	466	1.0200	THOMAS STEWART
0091		DANIEL B HICKS ETUX GAIL HICKS	FIRST SECURITY BANK, N.A.	10/4/1999	HOPKINS	TX	313	766	50.8500	THOMAS TOBAR
0091	A	SARAH JO HIDY	TXU MINING COMPANY LP	2/14/2003	HOPKINS	TX	427	685	2.0170	THOMAS TOBAR
0091	B	JOE DAN COLEMAN ETUX BARBARA	FIRST SECURITY BANK, N.A.	3/22/1999	HOPKINS	TX	297	735	0.7400	THOMAS TOBAR
0091	C	C. DON HICKS, DANIEL B. HICKS, TRAVIS B. HICKS	TXU MINING COMPANY LP	9/16/2002	HOPKINS	TX	410	314	0.6020	THOMAS TOBAR
0092		GERALD E. THOMAS ET UX	TXU MINING COMPANY LP	12/13/2004	HOPKINS	TX	511	739	15.1900	NACODGOCHES UNIVERSITY
0093		GERALD E. THOMAS ET UX	TXU MINING COMPANY LP	12/13/2004	HOPKINS	TX	511	739	24.8300	NACODGOCHES UNIVERSITY
0094		DAVID W. MILLER AND WIFE, ROSIE MILLER	TXU MINING COMPANY LP	10/3/2005	HOPKINS	TX	547	207	70.2300	NACODGOCHES UNIVERSITY
0097		C. DON HICKS AND WIFE SHERRON L HICKS	FIRST SECURITY BANK, N.A.	12/10/1999	HOPKINS	TX	319	170	50.8500	THOMAS TOBAR
0097	A	C. DON HICKS AND WIFE SHERRON L HICKS	FIRST SECURITY BANK, N.A.	12/10/1999	HOPKINS	TX	319	170	5.5370	THOMAS TOBAR
0098		OLA WORSHAM REVOCABLE LIVING TRUST	LUMINANT MINING COMPANY LLC	1/21/2011	HOPKINS	TX	759	385	23.3300	THOMAS TOBAR
0098	A	VICKIE LYNN BURGSTAHLER ETAL	FIRST SECURITY BANK, N.A.	1/8/2000	HOPKINS	TX	321	707	49.1000	THOMAS TOBAR
0098	D	JOHN CHARLES WORSHAM	LUMINANT MINING COMPANY LLC	12/2/2010	HOPKINS	TX	759	380	2.0600	THOMAS TOBAR
0099		TRAVIS B HICKS ETUX	FIRST SECURITY BANK, N.A.	6/1/1999	HOPKINS	TX	303	525	55.5250	THOMAS TOBAR
0100	B	MICHAEL G SMITH ETUX	FIRST SECURITY BANK, N.A.	3/10/1999	HOPKINS	TX	296	464	0.5000	THOMAS TOBAR
0101		TRAVIS B HICKS ETUX	FIRST SECURITY BANK, N.A.	6/1/1999	HOPKINS	TX	303	525	43.3300	THOMAS TOBAR
0101	A	ELLIS C. MORGAN	FIRST SECURITY BANK, N.A.	3/10/1999	HOPKINS	TX	296	445	5.3190	THOMAS TOBAR
0101	B	TRAVIS B HICKS ETUX	FIRST SECURITY BANK, N.A.	6/1/1999	HOPKINS	TX	303	525	7.2620	THOMAS TOBAR
0101	C	DANIEL B HICKS ETUX GAIL HICKS	FIRST SECURITY BANK, N.A.	10/4/1999	HOPKINS	TX	313	766	1.6600	THOMAS TOBAR
0123		C. DON HICKS	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	33.1200	NACODGOCHES UNIVERSITY
0123	B	C. DON HICKS	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	1.8600	NACODGOCHES UNIVERSITY
0123	C	DAVID KELLY	TXU MINING COMPANY LP	12/21/2004	HOPKINS	TX	512	298	1.0100	THOMAS STEWART
0123	D	C. DON HICKS	TXU MINING COMPANY LP	11/17/2005	HOPKINS	TX	553	448	6.0500	NACODGOCHES UNIVERSITY
0126		LOUIE V. WOODALL, ETUX, MAROLYN C.	L. D. CROSS, TRUSTEE	9/15/1975	HOPKINS	TX	362	440	11.4700	THOMAS TOBAR
0126	A	LOUIE V. WOODALL, ETUX, MAROLYN C.	L. D. CROSS, TRUSTEE	9/15/1975	HOPKINS	TX	362	440	17.5100	THOMAS TOBAR
0126	B	LOUIE V. WOODALL, ETUX, MAROLYN C.	L. D. CROSS, TRUSTEE	9/15/1975	HOPKINS	TX	362	440	117.4100	THOMAS TOBAR
0127		LOUIE V. WOODALL, ETUX, MAROLYN C.	L. D. CROSS, TRUSTEE	9/15/1975	HOPKINS	TX	362	440	77.0470	THOMAS TOBAR
0131		MERIDA B. ELLIOTT, ETUX, PATSY	L. D. CROSS, TRUSTEE	5/8/1979	HOPKINS	TX	387	224	13.7840	THOMAS TOBAR
0132		HOLMES A. WALLS, ETUX, AUDREY E.	L. D. CROSS, TRUSTEE	8/2/1978	HOPKINS	TX	389	300	13.1900	THOMAS TOBAR
0133		BILLY WRIGHT AND ADRIENE WRIGHT	TXU MINING COMPANY LP	8/18/2004	HOPKINS	TX	496	788	2.9400	WOODWARD RONE
0134		M.W. MORGAN ETUX	TEXAS POWER & LIGHT COMPANY	11/28/1972	HOPKINS	TX	346	165	5.7540	THOMAS TOBAR
0135		DAVID RAY TALLEY ET UX MARY ELIZABETH TALLEY; JASON TALLEY	TXU MINING COMPANY LP	9/13/2004	HOPKINS	TX	500	263	5.2950	WOODWARD RONE
0136		CHARLES MITCHELL ETUX JANICE RUTH MITCHELL	TXU MINING COMPANY LP	1/13/2005	HOPKINS	TX	515	137	5.0340	WOODWARD RONE

Exhibit A - The Land

YEAR 2018 INST # 5709 PAGE 33 OF 135

Tract Number	Tract Suffix	Grantor	Grantee	Recorded Date	County	State	Deed Volume	Deed Page	Acres	Survey
0137		CHARLES MITCHELL ETUX JANICE RUTH MITCHELL	TXU MINING COMPANY LP	1/13/2005	HOPKINS	TX	515	137	1.4670	WOODWARD RONE
0138		CHARLES MITCHELL ETUX JANICE RUTH MITCHELL	TXU MINING COMPANY LP	1/13/2005	HOPKINS	TX	515	137	1.5000	WOODWARD RONE
0139		TOMMY BRANDENBURGH ET UX MARY	TXU MINING COMPANY LP	10/22/2004	HOPKINS	TX	505	92	2.0600	LOGAN H MCKORKLE
0140		DANIEL WRIGLEY AND RACHEL WRIGLEY	TXU MINING COMPANY LP	9/2/2004	HOPKINS	TX	498	803	2.1100	LOGAN H MCKORKLE
0141		GARY MASSEY	TXU MINING COMPANY LP	12/10/2004	HOPKINS	TX	511	746	0.6900	LOGAN H MCKORKLE
0142		PHILLIP DON ROSS ET UX GLENDA GAIL ROSS	TXU MINING COMPANY LP	11/29/2004	HOPKINS	TX	509	481	2.0000	LOGAN H MCKORKLE
0154		DARRELL WAYNE HARRIS ETUX CONNIE	TXU MINING COMPANY LP	10/1/2007	HOPKINS	TX	526	861	1.0000	WOODWARD RONE
0161		RIIKINA LANGFORD ET VIR JASON LANGFORD	TXU MINING COMPANY LP	11/18/2002	HOPKINS	TX	417	927	52.1530	THOMAS TOBAR
0162		LARRY GOLIGHTLY ETUX JUANITA	FIRST SECURITY BANK, N.A.	12/6/1999	HOPKINS	TX	318	890	4.7720	THOMAS TOBAR
0166		DANIEL W. EDGE, ETUX, EDDIE JO	L. D. CROSS, TRUSTEE	1/30/1990	HOPKINS	TX	362	288	44.3000	J DE LOS SANTOS COY
0167		ROGER RIDNER ETUX KIM	LUMINANT MINING COMPANY LLC	12/17/2010	HOPKINS	TX	756	711	65.8100	MARIA J DE LOS SANTOS COY
0167	A	ROGER RIDNER ETUX KIM	LUMINANT MINING COMPANY LLC	12/17/2010	HOPKINS	TX	756	711	73.0900	MARIA J DE LOS SANTOS COY
0170		R.L. WRIGHT	TXU MINING COMPANY LP	8/18/2006	HOPKINS	TX	589	783	150.6680	MARY ANN BOWLEN
0170	B	CHARLES BUCK FLEET	TXU MINING COMPANY LP	8/18/2006	HOPKINS	TX	589	788	16.4400	MARY ANN BOWLEN
0174		TIM TOLSON ETUX PAT A	LUMINANT MINING COMPANY LLC	11/10/2011	TITUS	TX	788	47	68.3400	MARIA J DE LOS SANTOS COY

4999.8440

SAVE & EXCEPT

0001	1 A-1	LUMINANT MINING COMPANY LLC & LUMINANT GENERATION COMPANY LLC	BRIAN PHILLIPS AND CHRISTIE PHILLIPS	6/19/2017	HOPKINS	TX	20173208		3.254	MARIA J DE LOS SANTOS COY
0001	B	TXU MINING COMPANY LP	DEANNA K LANDERS	3/31/2004	HOPKINS	TX	478	461	18.5	MARIA J DE LOS SANTOS COY
0001	C	TXU MINING COMPANY LP	RANDY WAYNE RIDNER	2/16/2005	HOPKINS	TX	518	863	0.672	MARIA J DE LOS SANTOS COY
0004	B	TXU MINING COMPANY LP	RANDY WAYNE RIDNER	2/16/2005	HOPKINS	TX	518	863	0.08	MARIA J DE LOS SANTOS COY
0029	D	L.D. CROSS, TRUSTEE	LOUIE V. WOODALL ETUX MAROLYN C	9/26/1978	HOPKINS	TX	391	694	71.94	MARIA J DE LOS SANTOS COY
0095	P	BLC CORPORATION, TRUSTEE	PATSY G. GIBSON	5/12/2004	HOPKINS	TX	483	687	3.794	THOMAS STEWART
0061	A	TXU MINING COMPANY, L.P & LUMINANT GENERATION COMPANY LLC	JEFFERY WILLIAMS	3/29/2017	HOPKINS	TX	20171632		1.12	DANIEL McDONALD

99.36

4900.4840 Total Acres

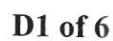
Exhibit B
Reclamation Tract

Description of Reclamation Tract to be inserted at Closing.

Exhibit C - Excluded Tracts

Tract Number	Tract Suffix	Grantor	Grantee	Recorded Date	County	State	Deed Volume	Deed Page	Acres	Survey	At
0095		JACKIE J GIBSON AND WIFE PATSY G GIBSON	FIRST SECURITY BANK, N.A.	5/11/1999	HOPKINS	TX	301	776	41.3760	JOSEPH B MOORE	67
0096		JACKIE J GIBSON AND WIFE PATSY G GIBSON	FIRST SECURITY BANK, N.A.	5/11/1999	HOPKINS	TX	301	776	51.1200	THOMAS TOBAR	95
0100		JOE A WORSHAM ET UX	FIRST SECURITY BANK, N.A.	9/15/1999	HOPKINS	TX	312	38	54.9600	THOMAS TOBAR	95
0123	A	JACKIE J GIBSON AND WIFE PATSY G GIBSON	FIRST SECURITY BANK, N.A.	5/11/1999	HOPKINS	TX	301	776	1.5080	THOMAS STEWART	87

148.9640

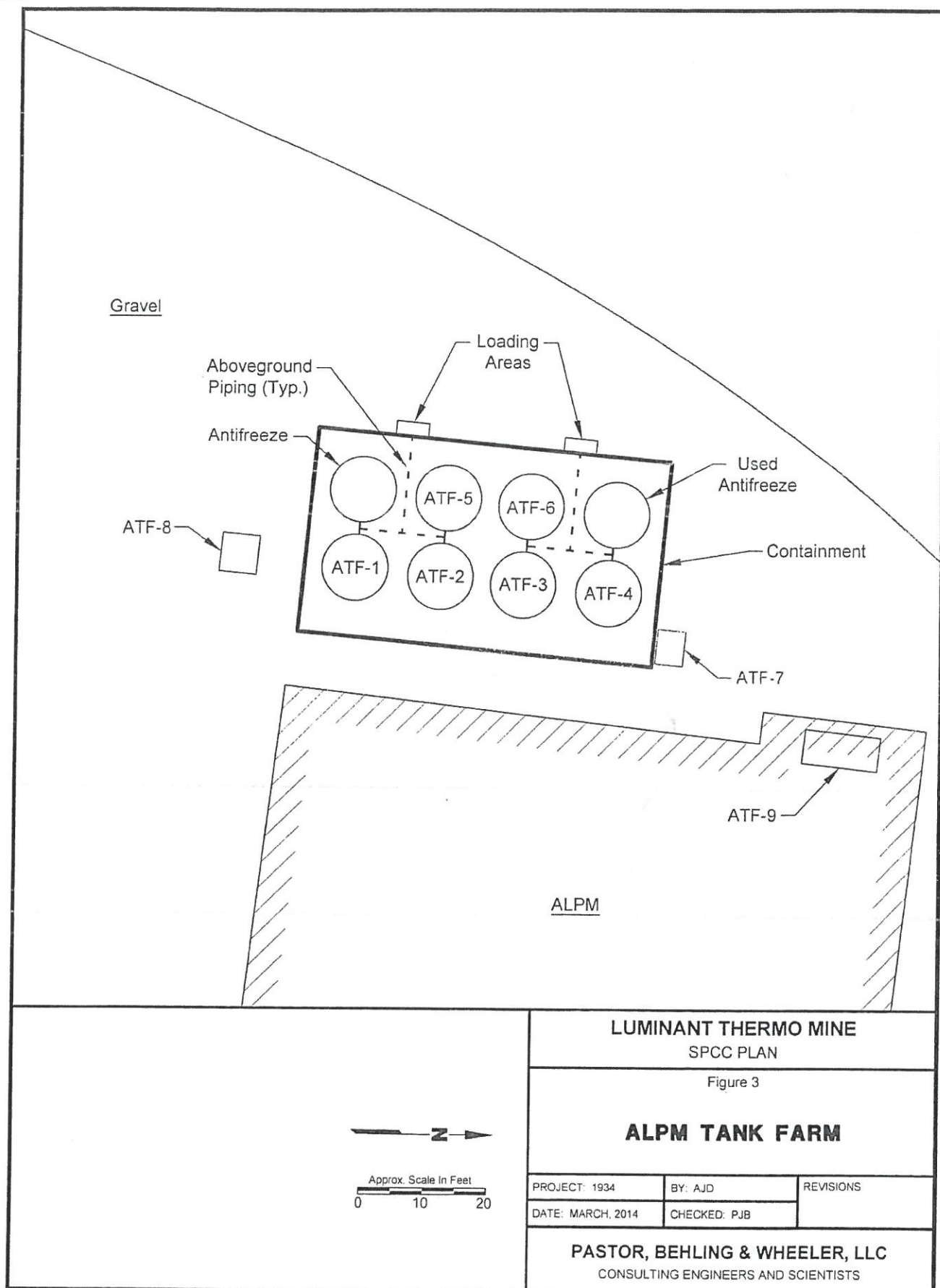


Monticello Mine Buildings					
Location	Building Description	Year Built	Main Use	Square Ft.	2d Floor Sq. Ft.
Thermo	Main Office, Shop & Warehouse	1977	Offices, Conference Rooms, Change House, Warehouse and Shop for working on equipment	26,977	1,130
Thermo	ALPM Building	1990	1 Office, 1 Breakroom and Shop for PMs	6,980	
Thermo	ALPM Wash Building	1990	Open Bay to wash equipment	3,508	
Winfield North	Main Office and Change House	1973	Offices, Conference Rooms and Change House	11,531	
Winfield North	Shop and Warehouse	1973	Offices, Warehouse and Shop for working on equipment	22,582	706
Winfield North	Alpm Wash Building	1990	Open Bay to wash equipment	3,195	
Winfield North	Heavy Warehouse	1990	Parts Storage	4,090	
Winfield North	Other Small Buildings	1973	Silo/Crusher Control Buildings	1,432	
Winfield South	Main Office, Shop & Warehouse	1980	Offices, Conference Rooms, Change House, Warehouse and Shop for working on equipment	39,972	1,384
Winfield South	ALPM Building	1990	1 Office, 1 Breakroom and Shop for PMs	7,290	
Winfield South	ALPM Wash Building	1990	Open Bay to wash equipment	4,140	
Winfield South	Heavy Warehouse	1990	Parts Storage	8,332	
Winfield South	Bucket House	2000	Repair Dragline Buckets	3,958	
Winfield South	Other Small Buildings	1980	Crusher and Water Control Buildings	1,814	
Power, Water and Sewer are available at each location					
Loading Stations and Silos will be removed					

Exhibit D – The Facilities
Tanks

YEAR 2018 INST 5709 PAGE 38 OF 135

Tank Number	Capacity (gallons)	Comments
OFF-RF-1	84,000	
OFF-RF-2	84,000	
OFF-RF-3	700	Removed
ATF-1	10,000	
ATF-2	10,000	
ATF-3	10,000	
ATF-4	10,000	
ATF-5	8,000	
ATF-6	8,000	
ATF-7	200	Removed
ATF-8	350	Removed
ATF-9	500	Removed
Antifreeze Tank	6,000	
Used Antifreeze Tank	6,000	
ON-RF-1		Removed
ON-RF-2	700	
WT-1	100,000	Estimated volume
ST-1		Removed



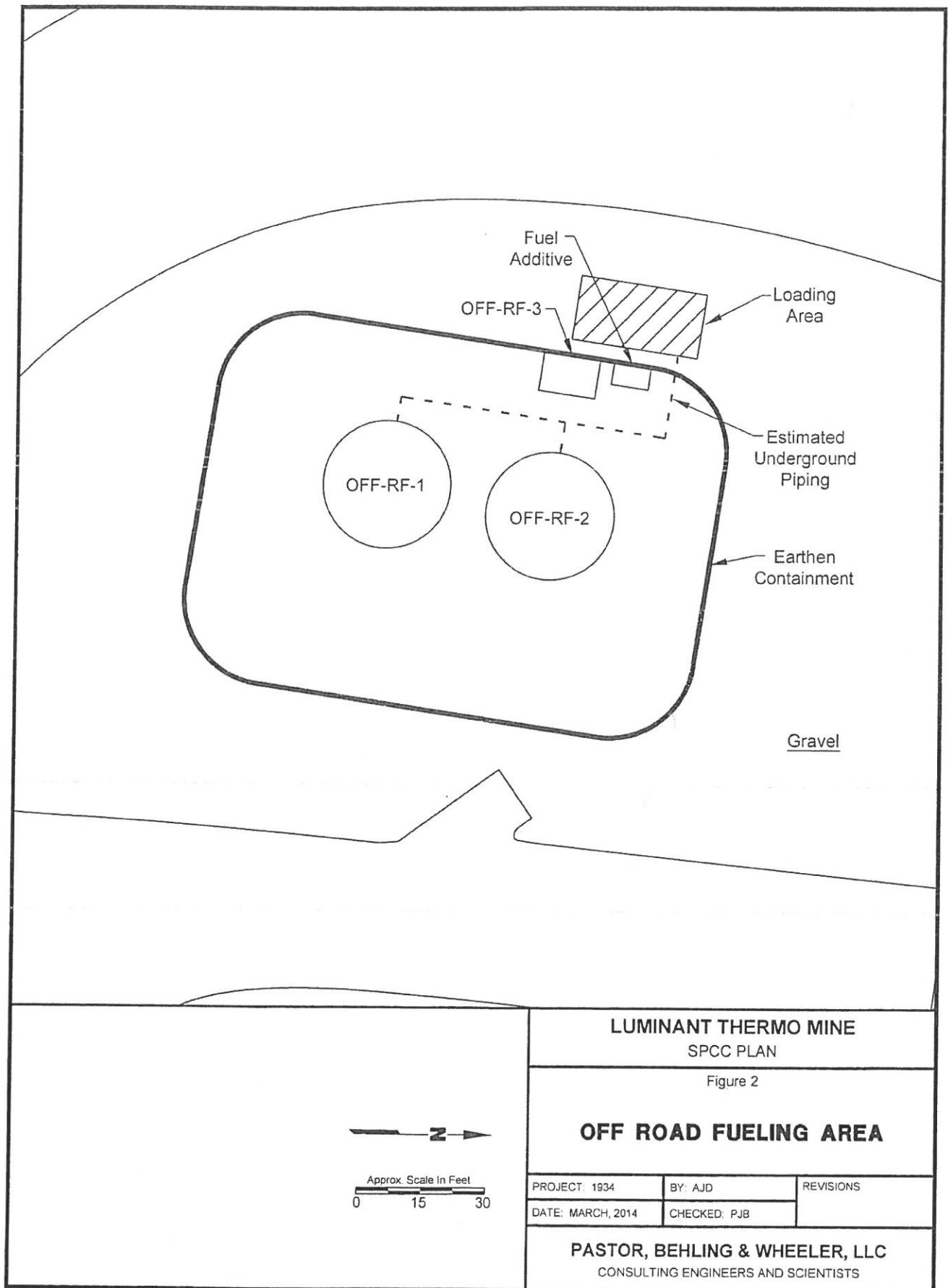


Exhibit D – The Facilities
Storage, Parking and Warehouse

YEAR 2018 INST # 5709 PAGE 41 OF 135

Description	Area (square feet)
Storage Area	358,119
Parking Lot	60,634
Warehouse Yard	60,717

**Exhibit E – The Improvements
Haul Roads and Access Roads**

YEAR
2018

INST. #
5709 PAGE 42 OF 135

Description	Length(feet)
Thermo East Haul Road	10,632
Thermo West Haul Road	5,345
Thermo Site Plan Haul Road	2,804
A-1 Haul Road	7,285
H-01 Pond Access Road	5,707
F-01 Pond Access Road	2,986
C-07A Pond Access Road	358
A-Area Access Road	1,432
A1-2 Pond Access Road	3,983
A1-1 Pond Access Road No. 1	401
A1-1 Pond Access Road No. 2	254
D-03 Pond Access Road	888
E-06 Permanent Diversion Access Road	204
C-06 Pond Access Road	1,564
G-13 Pond Access Road	1,789
A-18 Pond Permanent Access Road	1,647

**Exhibit E – The Improvements
Railroad Tracks**

YEAR INST #
2018 5709 PAGE 43 OF 135

Description	Length (feet)	Comments
East Railroad Track	5,500	From 15 feet clearance to loading silo
East Railroad Track	1,170	From silo to shop area
West Railroad Track	5,500	From 15 feet clearance to loading silo
West Railroad Track	1,100	From silo to shop area

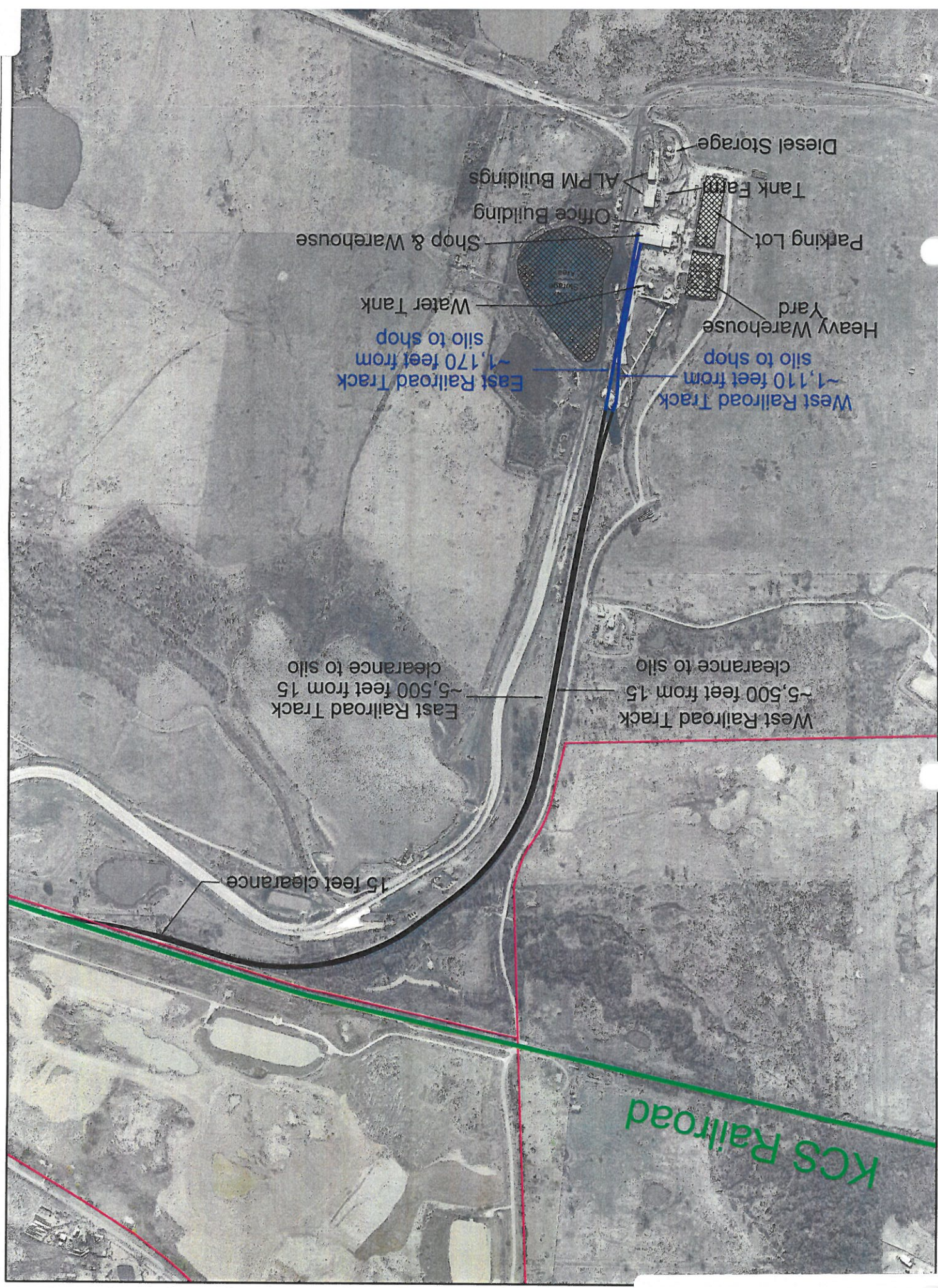
Exhibit E – The Improvements
FM 1870 Bridge

Description	Length (feet)
FM 1870 Bridge	~257

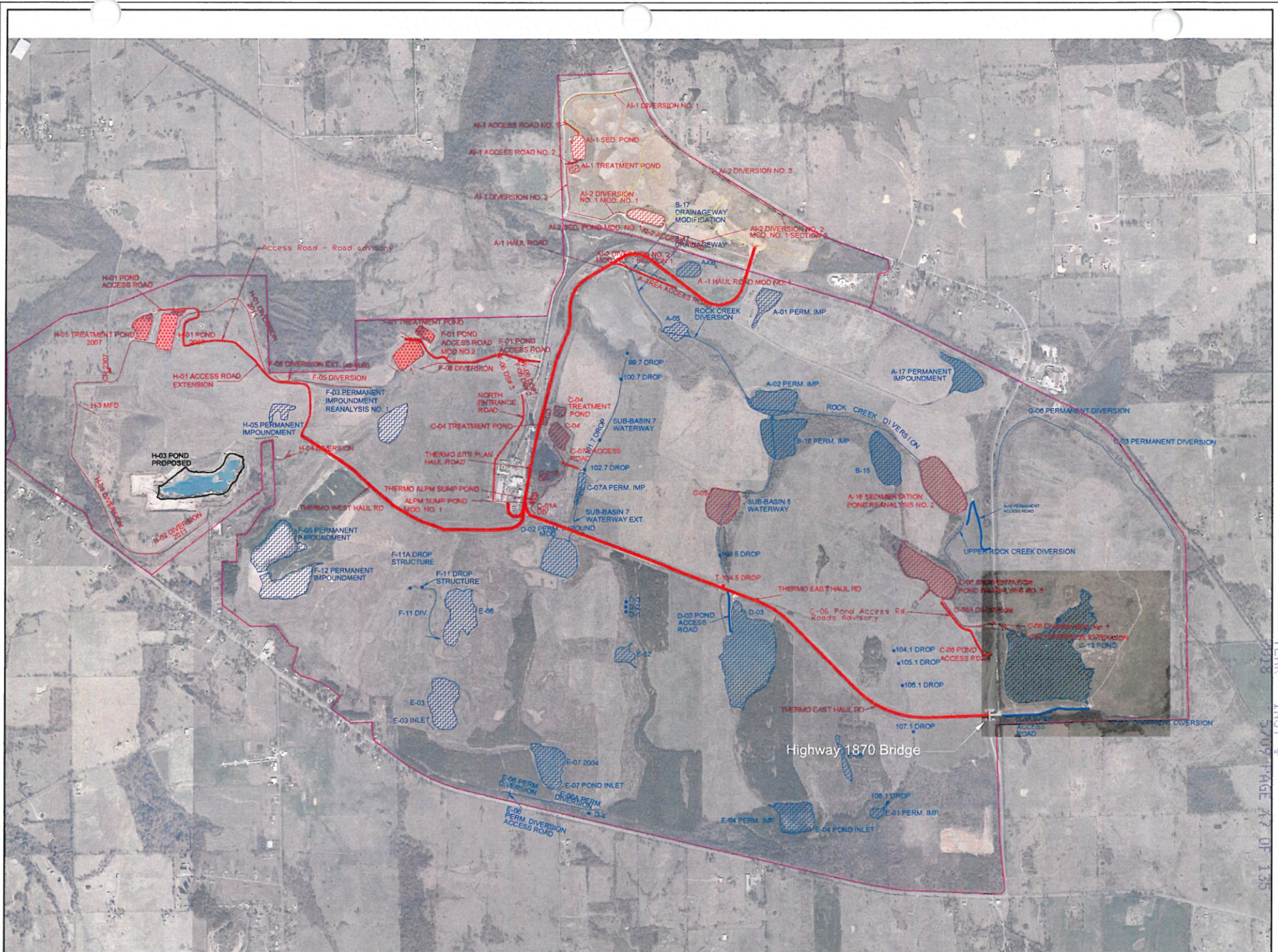
**Exhibit E – The Improvements
Drop Structures**

YEAR 2018 INST 5709 PAGE 45 OF 135

Description
F-11 Drop Structure
F-11A Drop Structure
D-1 Drop Structure
D-2 Drop Structure
D-3 Drop Structure
D-4 Drop Structure
99.7 Drop Structure
100.7 Drop Structure
101.7 Drop Structure
102.7 Drop Structure
103.5 Drop Structure
104.5 Drop Structure
104.1 Drop Structure
105.1 Drop Structure
106.1 Drop Structure
107.1 Drop Structure
108.1 Drop Structure
F-06 DS #1
F-06 DS #2
F-06 DS #3



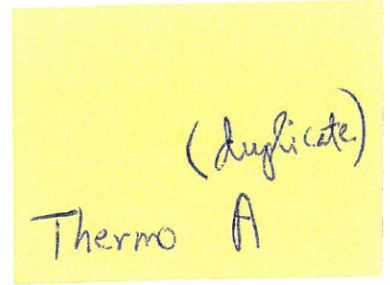
YEAR 1
INST 1
5/09 PAGE 17 OF 135



STATE OF TEXAS
HOPKINS COUNTY

6848

INDUSTRIAL SOLID WASTE
DISPOSAL SITE DEED RECORDATION



KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the Rules of the Texas Department of Water Resources pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit industrial waste on the land described herein.

II

Being a 6.031 acre tract, more or less, out of the Texas Utilities Mining Company called 79.07 and 167.79 acre tracts situated in Hopkins County, State of Texas, said 79.07 acre tract being a part of the Thomas Tobar Survey, A-593, conveyed by Louie V. Woodall to L. D. Cross, Trustee, by deed recorded in Volume 362, Page 440; said 167.79 acre tract being a part of the Thomas Tobar Survey, A-593, conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 557 of the deed records of Hopkins County, Texas, said 6.031 acre tract being more particularly described as follows:

BEGINNING at a point for corner situated S 89°37'31" W - 434.00' from the northeast corner of said 79.07 acre tract; the coordinates of said beginning corner, based on the Texas Grid System, North Central Zone, are: N = 527,642.00, E = 2,598,115.00; said point being set for the northwest corner;

Vol. 443 Pg. 653

DEED RECORD

Vol. 443 Pg. 654

THENCE S 58°29'47" E - 2,929.84' to a point for corner set for the northeast corner;

THENCE South - 102.00' to a point for corner set for the southeast corner;

THENCE N 58°35'03" W - 2,956.38' to a point for corner set for the southwest corner;

THENCE N 15°12'09" E - 95.34' to the POINT OF BEGINNING and containing 6.031 acres, more or less.

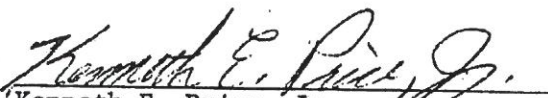
Wastes deposited hereon have been classified by the Texas Department of Water Resources as Class III.

III

The owner of the site is Texas Utilities Mining Company, a Texas corporation, and its address is P. O. Box 1636, Mt. Pleasant, Texas 75455, where more specific information may be obtained from the Mine Manager.

EXECUTED this the 11th day of October, 1984.

Texas Utilities Mining Company
a Texas corporation


Kenneth E. Price, Jr.
Mine Manager

STATE OF TEXAS
TITUS COUNTY

BEFORE ME, on this 11th day of October, 1984, personally appeared Kenneth E. Price, Jr., Mine Manager of Texas Utilities Mining Company, a Texas corporation, known to me to be the person and agent of said corporation whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the

same for the purposes and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of
October, 1984.



Judith A. Nassamure
Notary Public in and for the
State of Texas, County of Titus

My commission Expires

June 5, 1988

Uo1.443 P9.655

FILE FOR RECORD
HOPKINS COUNTY TEXAS

'84 DEC 3 AM 11:25

MARY ALICE DECK
COUNTY CLERK
BY _____ DEPUTY

6848

When recorded please return to:
Mr. Charles W. Maughon
Texas Utilities Mining Company
P.O. Box 1255
Mt. Pleasant, Texas 75455

(1)

SEAL OF TEXAS COUNTY OF HOPKINS
I hereby certify that this instrument was filed in
the file and time stamped hereon by me and as
duly recorded in the volume and page of the public
records of Hopkins County, Texas as stamped by me.



Mary Alice Deck

COUNTY CLERK, Hopkins County, Texas

STATE OF TEXAS
HOPKINS COUNTY

3256

(duplicate)
Thermo B

INDUSTRIAL SOLID WASTE
DISPOSAL SITE DEED RECORDATION

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the Rules of the Texas Department of Water Resources pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit industrial waste on the land described herein.

II

Being an 18.939 acre tract, more or less, out of the Texas Utilities Mining Company called 139.37, 180.53, 166.26, 54.56, 141.93, and 47.20 acre tracts situated in Hopkins County, State of Texas, said tracts being a part of the Thomas Tobar Survey, A-593, said 139.34 acre tract conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 544; said 180.53 acre tract conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 559; said 166.26 acre tract conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 561; said 54.56 acre tract conveyed by Talmadge Stone to L. D. Cross, Trustee, by deed recorded in Volume 383, Page 685; said 141.93 acre tract conveyed by Earl Dean Oliver

Vol 448 Page 104

to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 554;
deed records of Hopkins County, Texas, said 18.939 acre tract being
more particularly described as follows:

BEGINNING at a point for corner situated S 90°03'17"
W - 863.42' from the northeast corner of said 139.37
acre tract; the coordinates of said beginning point,
based on Texas Grid System, North Central Zone, are:
N = 524,016.00, E = 2,600,594.00; said point being
set for the northwest corner;

THENCE South 150.00' to a point for corner set for
the southwest corner;

THENCE S 70°47'27" E - 5,500.00' to a point for
corner set for the southeast corner;

THENCE North - 150.00' to a point for corner set for
the northeast corner;

THENCE N 70°47'27" W - 5,500.00' to the POINT OF
BEGINNING and containing 18.939 acres, more or less


Wastes deposited hereon have been classified by the Texas Depart-
of Water Resources as Class III.

III

The owner of the site is Texas Utilities Mining Company, a Texas
corporation, and its address is P. O. Box 1636, Mt. Pleasant, Texas
75455, where more specific information may be obtained from the Mine
Manager.

EXECUTED this the 13th day of May, 1985.

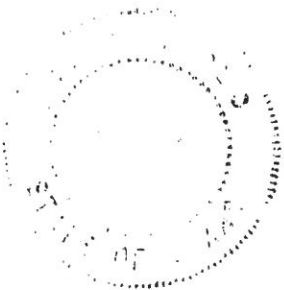
Texas Utilities Mining Company
a Texas Corporation


Kenneth E. Price, Jr.
Mine Manager

STATE OF TEXAS
HOPKINS COUNTY

BEFORE ME, on this 13th day of May, 1985, personally appeared
Kenneth E. Price, Jr., Mine Manager of Texas Utilities Mining Company,
a Texas corporation, known to me to be the person and agent of said
corporation whose name is subscribed to the foregoing instrument,
and he acknowledged to me that he executed the same for the purposes
and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of
May, 1985.



Charles W. Maughon
Notary Public in and for the
State of Texas

CHARLES W. MAUGHON

My commission expires

December 9, 1985

448 PAGE 105

REAL PROPERTY RECORD

STATE OF TEXAS

Vol. 118 p. 744

Hopkins County

3052

INDUSTRIAL SOLID WASTE
DISPOSAL SITE DEED RECORDATION

(duplicate)
Thermo - C

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the rules of the Texas Water Commission pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit Class III industrial solid waste on the land described herein.

II

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN HOPKINS COUNTY, TEXAS, BEING A PART OF THE THOMAS TOBAR SURVEY, ABST. NO. 593, OUT OF THE L. D. CROSS, TRUSTEE CALLED 57.45 ACRE TRACT, VOL. 362, PAGE 440; L. D. CROSS, TRUSTEE CALLED 50.50, 88.87, 51.56 ACRE TRACTS, VOL. 349, PAGE 559; L. D. CROSS, TRUSTEE CALLED 89.53 ACRE TRACT, VOL. 349, PAGE 550; L. D. CROSS, TRUSTEE CALLED 166.25 ACRE TRACT, VOL. 349, PAGE 561; L. D. CROSS, TRUSTEE CALLED 54.56 ACRE TRACT, VOL. 365, PAGE 685; L. D. CROSS, TRUSTEE CALLED 20.776 AND 39.048 ACRE TRACTS, VOL. 349, PAGE 554 OF THE DEED RECORDS OF HOPKINS COUNTY, TEXAS AND BOUNDED AS FOLLOWS:

BEGINNING at a point for corner situated N 54° 34' 27" E - 467.82' from a point, said point being the southwest corner of the called 57.45 acre tract, recorded in Vol. 362, Page 440, of the Deed Records of Hopkins County, Texas; the coordinates of the said BEGINNING corner, based on the Texas Grid System, North Central Zone, are N=523,885.57, E=2,598.000; said point being set for the southwest corner;

THENCE North - 1000.00', to a point for corner set for the northwest corner;

THENCE S 69° 30' E - 8120.23', to a point for corner set for the northeast corner;

THENCE South - 1000.00', to a point for corner set for the southeast corner;

THENCE N 69° 30' W - 8120.23', to the point of BEGINNING, containing 174.61 acres, more or less.

[VOL 118 PAGE 745

2 of 2 pages

III

The owner of the site is Texas Utilities Mining Company, a Texas Corporation, and its address is P. O. Box 1636, Mt. Pleasant, Texas 75456, where more specific information may be obtained from the Mine Manager.

EXECUTED this 1st day of August, 1991.

Texas Utilities Mining Company
a Texas Corporation

Kenneth E. Price, Jr.
Kenneth E. Price, Manager of Mines

STATE OF TEXAS

Situs COUNTY

BEFORE me, on this the 1st day of August, 1991, personally appeared Kenneth E. Price, Manager of Mines of Texas Utilities Mining Company, a Texas Corporation, known to me to be the person and agent of said corporation whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of August, 1991.

Mary Ellen Clower
Notary Public in and for the State
of Texas, County of

Situs

My commission expires 9-19-92.

STATE OF TEXAS

Titus County

INDUSTRIAL SOLID WASTE
DISPOSAL SITE DEED RECORDATION

(duplicate)
Thermo D

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the rules of the Texas Water Commission pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit Class III industrial solid waste on the land described herein.

II

Being an 87.3 acre tract, more or less, out of the Texas Utilities Mining Company called 20.776, 54.56, 166.26, 51.56, 89.56, 139.37, 71.94 and 57.45 acre tracts situated in Hopkins County, State of Texas, said 20.776 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 554; said 54.56 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Talmadge Stone et ux, to L.D. Cross, Trustee, by deed recorded in Volume 365, Page 685; said 166.26 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 561; said 51.56 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Fred D. Beville et ux, to Wilburn L. Morgan and Herman C. Morgan, by deed recorded in Volume 168, Page 64; said 89.56 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 550; said 139.37 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 544; said 71.94 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Louie V. Woodall et ux, to L.D. Cross, Trustee, by deed recorded in Volume 408, Page 594; said 57.45 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Roy L. Rawson, Jr. et ux, to Louie V. Woodall et ux by deed recorded in Volume 299, Page 290; of the deed records of Hopkins County, Texas, said 87.3 acre tract being more particularly described as follows:

Beginning at a point for corner situated N 01 05' W - 170.0' and N 66 22'14" W - 255.0' from the southeast corner of said 20.776 acre tract; the coordinates of said beginning corner, based on the Texas Grid System, north central zone, are: N = 521,672, E = 2,605,606; said point being set for the southeast corner;

Thence N 66 22'14" W - 8,302.0' to a point for corner set for the southwest corner;

Thence north - 500.0' to a point for corner set for the northwest corner;

Thence S 66 22'14" E - 8,302.0' to a point for corner set for the northeast corner;

Thence south - 500.0' to the point of beginning containing 87.3 acres, more or less.

III

The owner of the site is Texas Utilities Mining Company, a Texas Corporation, and its address is P.O. Box 1636, Mt. Pleasant, Texas 75455, where more specific information may be obtained from the Mine Manager.

EXECUTED this 5th day of April, 1990.

Texas Utilities Mining Company
a Texas Corporation

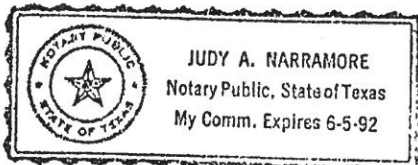
Kenneth E. Price
Kenneth E. Price, Mine Manager

STATE OF TEXAS

Itasca County

BEFORE me, on this the 5th day of April, 1990, personally appeared Kenneth E. Price, Mine Manager of Texas Utilities Mining Company, a Texas Corporation, known to me to be the person and agent of said corporation whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and capacity therein expressed.

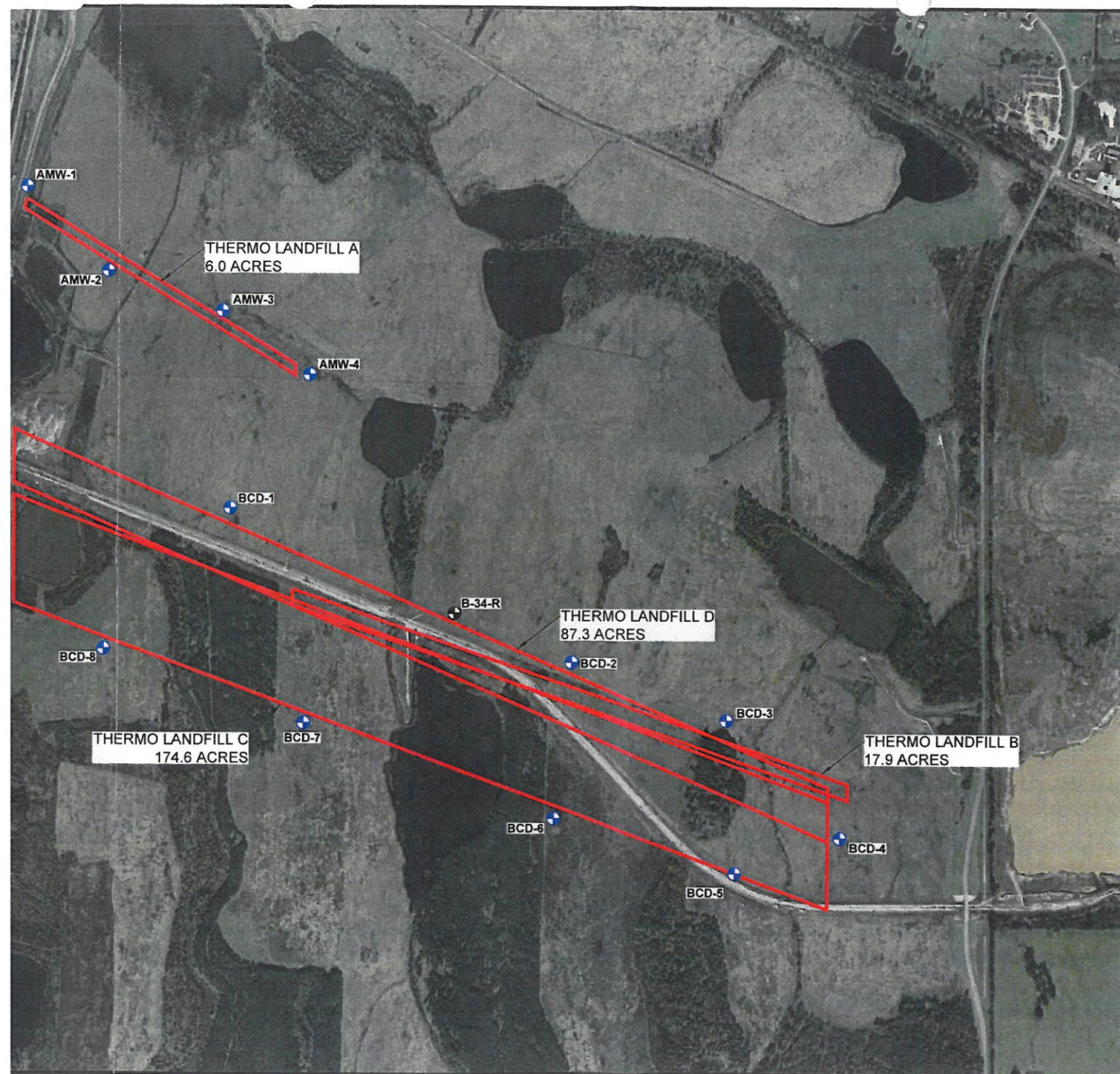
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April, 1990.



Judy Narramore
Notary Public in and for the
State of Texas, County of

Itasca

My commission expires 6-5-92.



EXPLANATION

- Landfill Area
- Existing Monitoring Well Location
- Monitoring Well Location

Monitoring Wells plugged 12/13/2017



Approx. Scale in Feet
0 500 1000

SOURCE:
Base map Google Earth dated December 2, 2015.

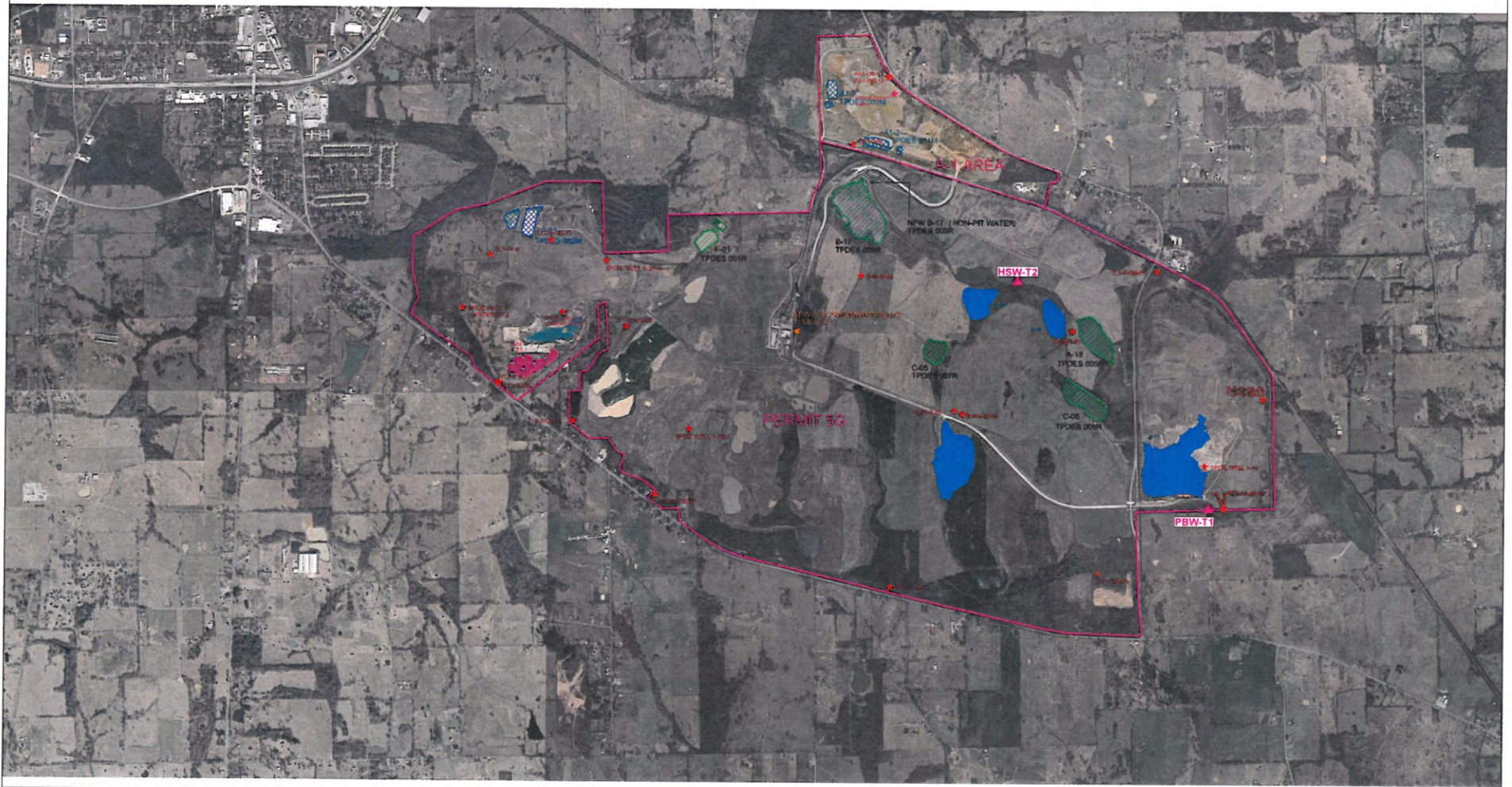
LUMINANT MINING COMPANY, LLC
THERMO MINE

Figure 2

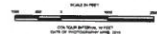
THERMO MINE MONITORING WELL LOCATIONS

PROJECT: 5240	BY: AJD	REVISIONS
DATE: SEPT., 2017	CHECKED: PJB	

PASTOR, BEHLING & WHEELER, LLC
CONSULTING ENGINEERS AND SCIENTISTS



THIS MAP AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF THERMO MINE & THERMO A-1 MINE. NO PART OF THIS MAP OR INFORMATION CONTAINED HEREIN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THERMO MINE & THERMO A-1 MINE.



NO.	DESCRIPTION	BY	DATE

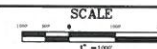
NOTE:
TCEQ PERMIT NO.04122

- ACTIVE FINAL DISCHARGE POND
- SEWAGE TREATMENT PLANT
- PERMIT BOUNDARIES
- POSTMINE PONDS

THERMO MINE & THERMO A-1 MINE		THERMO - PERMIT 40	
BLAFLOR IMPROVEMENTS		THERMO A-1 - PERMIT 40	
THERMO FINAL DISCHARGE OUTFALLS			
LUMINANT MINING COMPANY, LLC			
PROJECT	DATE	PROJECT	DATE
2.0400	4/20/20	2.0400	4/20/20
DESIGNED BY	CHECKED BY	DESIGNED BY	CHECKED BY
J. BERRY	J. BERRY	J. BERRY	J. BERRY

EDIT OR COPY TEXT AS NECESSARY IN TITLE BLOCK
ALL TEXT IS CENTER JUSTIFIED

CONFIDENTIAL
INTERNAL USE
ONLY



Thermo		All Areas	
Mine Services		06/08/2018	

Exhibit H
Environmental Covenant

Environmental Covenant to be inserted upon agreement with the U.S. Army Corps of Engineers.

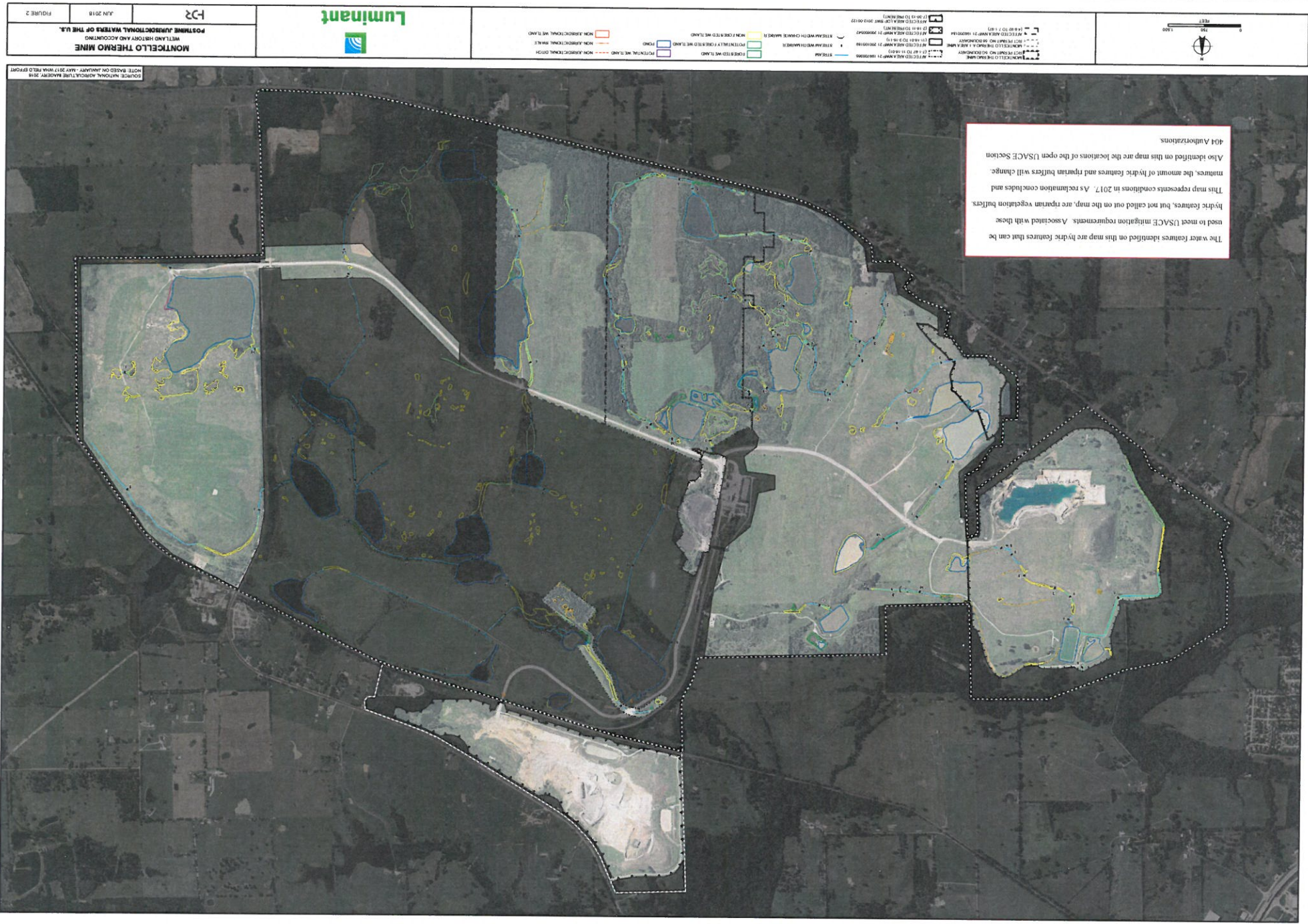


Exhibit J
Exclusive Easement

EXCLUSIVE EASEMENT AND RIGHT OF WAY AGREEMENT
ISSUED PURSUANT TO SECTIONS 212 AND 380 OF THE TEXAS LOCAL
GOVERNMENT CODE AND THE DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 § Know all men by these presents:
COUNTY OF HOPKINS §

This EXCLUSIVE EASEMENT AND RIGHT OF WAY AGREEMENT (the “Exclusive Easement”) is by and between **LUMINANT MINING COMPANY LLC**, a Texas limited liability company whose address is 6555 Sierra Drive, Irving Texas 75039, hereinafter referred to as “Luminant” or “Grantee”, and the **CITY OF SULPHUR SPRINGS**, a municipal corporation organized under Article 11 of the Texas Constitution, whose address is 125 South Davis Street, Sulphur Springs, Texas 75482, hereinafter referred to as the “City” or “Grantor”.

WITNESSETH:

WHEREAS, Grantor and Grantee entered into a Development Agreement, of even date herewith, which transferred, among other things, 4,901.228 acres of unincorporated real property (the “Property”) in Hopkins County, Texas from Luminant to the City in exchange for certain considerations, including this Exclusive Easement (the “Development Agreement”); and

WHEREAS, Grantor, pursuant to the Development Agreement, succeeded to ownership of, among other things, _____ acres of real property (the “Reclamation Land”) which had previously been permitted for mining operations by Grantee, which mining has been completed, and is now subject to the reclamation requirements of the Railroad Commission of Texas (“RRC”), which requirements are codified in 16 Texas Administrative Code §12.1 et seq. (the “Coal Mining Regulations”) and governed by Permit Nos. 5G and 56, issued by RRC to Luminant, as amended from time to time, and secured by a bond, posted by Luminant, until the reclamation is completed (the “Bond”); and

WHEREAS, the Reclamation Land is also subject to the rules and regulations of various other regulatory agencies, including but not limited to, the Texas Commission on Environmental Quality (“TCEQ”) and the United States Army Corps of Engineers (the “Corps”); and

WHEREAS, Luminant and the City have agreed that Luminant will, in accordance with the Coal Mining Regulations, the Permit and any other rules and regulations covering its reclamation obligations, reclaim the Reclamation Land in a manner that will allow it to be developed by the City into a multi-use site, and achieve final approval of the RRC and release of the Reclamation Land from the Permit and the Bond, and from any other programs or permits covering reclamation obligations related to the Reclamation Land; and

WHEREAS, the City desires to permit Luminant to continue reclaiming the Reclamation Land in accordance with (i) the Coal Mining Regulations, the Permit and any other rules and regulations covering reclamation obligations on the Property, and (ii) the Development Agreement; and

Exhibit J
Exclusive Easement

WHEREAS, the Property, including the Reclamation Land, is eligible to be the subject of a development agreement under Sections 212.172 and 380 of the Texas Local Government Code; and

WHEREAS, this Exclusive Easement is entered into pursuant to and in compliance with Sections 212.172 and 380, in order to address the desires of Luminant and the City; and

WHEREAS, the City Council authorized and approved this Exclusive Easement as part of the Development Agreement at a regularly-scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on October 16, 2018 (Resolution No. 1155); and

WHEREAS, Luminant and the City acknowledge that this Exclusive Easement is binding upon them, their heirs, successors and assigns for the Term (defined herein) of this Exclusive Easement; and

WHEREAS, this Exclusive Easement is to be recorded in the Real Property Records of Hopkins County.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the sum of Ten Dollars (\$10.00), and other valuable consideration, receipt sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **The Purpose.** The purpose of this Exclusive Easement is to provide Grantee with unimpeded and unrestricted access and use of the Reclamation Land to permit the implementation and fulfillment of Grantee's reclamation obligations on the Reclamation Land.
2. **The Grant.**

Exclusive Easement on Reclamation Land. The easement rights granted herein are EXCLUSIVE to the Grantee. This Exclusive Easement grants to Grantee (i) the **exclusive right** to access, use, occupy and perform reclamation and associated activities on the Reclamation Land, and (ii) the right to install, replace or remove such facilities, equipment or improvements as Grantee may require to be able to perform the reclamation work or satisfy the reclamation obligations, both for such a time as is necessary to conduct and complete the reclamation work to the satisfaction of those governmental agencies with authority over surface mining reclamation. For clarity, GRANTEE WILL HAVE SOLE AUTHORITY TO CONTROL THE RECLAMATION AND USE OF AND ACCESS TO THE RECLAMATION LAND; **PROVIDED, HOWEVER, THIS EXCLUSIVE EASEMENT DOES NOT GRANT TO GRANTEE A FEE SIMPLE ABSOLUTE IN THE RECLAMATION LAND.**

Grantor's Use and Occupation on Reclamation Land. Grantor reserves no right to and shall not grant any additional easements or licenses on, over, across or in the Reclamation Land for any purpose. Grantor has no right to use or access, or allow or permit access, the Reclamation Land without the prior written consent of Grantee, and Grantor shall not construct any fences or other improvements, including but not limited

Exhibit J
Exclusive Easement

to, roads, parking lots, or buildings, on the Reclamation Land without the prior written consent of Grantee.

Non-Exclusive Easement and Right Of Way on Property, not Reclamation Land.

With respect to the Property, Grantor grants to Grantee, pursuant to the Purpose outlined herein, a non-exclusive easement to use, access and occupy those portions of the Property that are not part of the Reclamation Land and a non-exclusive right-of-way for vehicular or pedestrian ingress and egress access to and from the Reclamation Land, in each case on and over portions of the Property that are not subject to reclamation requirements (the "Non-Exclusive Easement and ROW"). The Non-Exclusive Easement and ROW is valid for all purposes related to Grantee's ongoing legal and regulatory liabilities, requirements, and obligations, including but not limited to compliance with the Permits and any other regulations relating to environmental, surface mining and reclamation, wetland mitigation, and related activities. Further, Grantee shall allow Grantor and its affiliates to utilize the Property and any pond located on the Property, as required by the RRC.

3. Other Agreements and Requirements affecting the Reclamation Land. This Exclusive Easement is made and accepted subject to:

- A. the terms and provisions of that certain *Development Agreement*, dated October 16, 2018, true and correct copies of which are in the possession of Grantor and Grantee;
- B. certain wetland deed restrictions and covenants, as more particularly described in that certain _____ dated as of _____, recorded as Document No. _____, at Volume _____, Page _____ in the real property records of Hopkins County, Texas, a copy of which such restrictions are attached hereto as Exhibit B and incorporated herein by reference;
- C. Permits 5G and 56 issued by the RRC (the "Mining Permits"), and the Bond; and
- D. the permit issued by the United States Army Corps of Engineers, which secures completion of wetlands mitigation on the Property to the regulatory-required standards (the "USACE Permit", together with the Mining Permits, and any other permits listed on Exhibit "K" of the Development Agreement, the "Permits").

4. Covenants.

- A. **Reclamation Covenant.** Grantor acknowledges and agrees that, because the Reclamation Land has been mined and is now subject to reclamation obligations, for which Grantee is solely responsible, that Grantee will control all aspects of the reclamation and will coordinate such with the RRC and the Corps, subject to said agencies' rules and the Permits, as well as the Bond. The reclamation will require certain approvals by and from, and satisfaction of the RRC and the Corps with respect to Grantee's obligations under the Permits,

Exhibit J
Exclusive Easement

specifically with respect to the design, construction and placement of certain improvements.

Grantor agrees that it shall not make, nor cause or allow to be made, any surface or structure modifications or changes in land management practices on the Reclamation Land while such area is subject to the Bond, the Permits or other governmental requirements related to mine reclamation, without obtaining the prior written consent of Grantee.

B. Covenant on Improvements.

Existing Improvements. Grantor covenants that the following currently existing improvements are the personal property of Grantor and will not be removed from the Reclamation Land or otherwise be required to be reclaimed, repaired or removed:

- i. Facilities include, but are not limited to, office and maintenance buildings, tank farms (bulk storage tanks), warehouse and warehouse yards, and storage and parking areas, as identified on Exhibit "D" attached hereto (the "Facilities").
- ii. Improvements include, but are not limited to, certain wetlands, haulroads, rail lines, roads, culverts, access roads, drop structures, and the FM 1870 bridge, as identified on Exhibit "E" attached hereto (the "Improvements").
- iii. Water and Impoundments.
 - a. A-18 Pond;
 - b. B-15 Pond;
 - c. B-17 Pond;
 - d. B-18 Pond;
 - e. C-06 Pond;
 - f. D-03 Pond;
 - g. G-13 Pond; and
 - h. H-03 Pond.
- iv. Waste Landfills includes four (4) industrial solid waste disposal sites, all of which contain Class III solid wastes, have been closed pursuant to and in compliance with TCEQ rules pertaining to industrial solid waste management, and have been deed recorded in the Hopkins County Real Property Records, copies of which are attached hereto as Exhibit "F".
- v. Monitoring Wells and Dewatering Wells as identified on Exhibit "G" attached hereto (the "Wells").

Exhibit J
Exclusive Easement

Improvements to be Constructed. Grantee further has the right to construct, install, maintain, replace and remove certain new improvements on the Reclamation Land, in accordance and subject to the restrictions of the Development Agreement:

- i. Water and Impoundments to be constructed by Grantee include water impoundment/reservoir, stream channels and forested wetlands.

All matters concerning the design, construction, installation, maintenance, replacement and removal of such improvements shall be at Grantee's discretion. All improvements shall be and remain the property of Grantor, and shall remain on the Reclamation Land after expiration of this Exclusive Easement.

5. **Duration/Expiration.** The Exclusive Easement and the Non-Exclusive Easement and ROW shall continue in full force and effect for an indefinite period; provided, however, each such easement shall terminate upon the full and final release of all Property from any and all ongoing regulatory and other legal obligations imposed on Grantee by any governmental authority related to Grantee's reclamation of the Reclamation Land, and a written release shall be provided.
6. **Waiver of Landowner Consultation; Reclamation Bond.** Grantor, on behalf of himself and any and all persons claiming by, through or under him, including Grantor's heirs, personal representatives, successors and assigns as owner of any portion of the Property, hereby waives any rights to and relieves Grantee and its affiliates (including without limitation Luminant Generation Company LLC and Vistra Energy Corp.) of any duty of landowner consultation associated with the release of the Bond, if any, covering the Reclamation Land.
7. **Unavoidable Delays.** Grantee shall not be deemed to be in default in the performance of any obligation under this Exclusive Easement, if and as long as, nonperformance of such obligation shall be directly caused by change in governmental laws or restrictions, inability to obtain labor or materials, acts of God, or other causes of a similar or dissimilar nature beyond Grantee's reasonable control.
8. **INDEMNIFICATION.** GRANTEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR FROM ANY CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION AND LIABILITY OF ANY NATURE, PAST, PRESENT OR FUTURE, KNOWN OR UNKNOWN, ACCRUED OR UNACCRUED, RAISED BY ANY PARTY OR GOVERNMENTAL ENTITY, FOR ANY AND ALL DAMAGE OR LOSS OF ANY KIND TO GRANTEE'S, OR GRANTEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES PROPERTY, OR ANY ACCIDENT OR INJURY OCCURRING TO GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, WHICH IS OCCASIONED BY, OR WHICH OCCURS IN CONNECTION WITH, OR WHICH ARISES OUT OF GRANTEE'S OPERATIONS OR ACTIVITIES ON THE RECLAMATION LAND OR THE PROPERTY; PROVIDED, HOWEVER, SUCH AGREEMENT TO INDEMNIFY AND HOLD HARMLESS SHALL NOT EXTEND TO ANY CLAIMS, DAMAGES, LOSSES,

Exhibit J
Exclusive Easement

DEMANDS, ACCIDENTS, INJURIES, SUITS, CAUSES OF ACTION AND OR LIABILITY OF ANY NATURE WHICH IS ATTRIBUTABLE TO OR CAUSED BY GRANTOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, INVITEES, SUCCESSORS AND ASSIGNS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Miscellaneous Provisions.

- A. No Third Party Beneficiaries.** This Exclusive Easement is solely for the benefit of the parties hereto and their respective successors in title, and except as expressly set forth in this Exclusive Easement, no third party may rely or be entitled to benefits hereunder.
- B. Compliance with Laws.** Grantee agrees that, in its exercise of all rights and privileges hereunder, Grantee shall conduct all such actions in compliance with Coal Mining Regulations, the Permit and any other laws, rules and regulations of the State of Texas, United States of America and all state, federal and local governmental agencies and authorities having regulatory authority over such activities and operations.
- C. Binding.** This instrument must be executed by both parties to be a valid and binding agreement. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the successors and assigns of the parties hereto.
- D. No Waiver.** No waiver of any provision or condition of this Exclusive Easement by Grantee shall be valid, unless in writing signed by Grantee. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.
- E. Governing Law.** In all respects, this grant shall be governed by the laws of Texas.
- F. Amendment.** Except as otherwise provided herein, this Exclusive Easement may be amended, modified, or terminated only by a writing executed with the written consent of the Grantee. Furthermore, no amendment to this Exclusive Easement which would adversely affect the rights or duties of Grantee may be made without the written consent of Grantee. Any instrument so executed that amends, modifies, or terminates this Exclusive Easement shall be filed for record in the office of the Recorder of Deeds of Hopkins County, Texas.
- G. Authority.** The execution, delivery and performance of this Exclusive Easement by Grantor has been duly authorized. The execution of this Exclusive Easement and the consummation of the transactions contemplated hereby will not violate any restrictions to which Grantor is subject.
- H. Counterparts.** This Exclusive Easement may be executed in several counterparts, each of which shall be an original of this Easement but all of which, taken together, shall constitute one and the same Easement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

Exhibit J
Exclusive Easement

- I. Illegal Provisions.** If any provision of this Exclusive Easement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Easement, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Easement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

[The remainder of this page intentionally left blank.]

Exhibit J
Exclusive Easement

EXECUTED and EFFECTIVE on this ____ day of _____ 2019.

City of Sulphur Springs

Luminant Mining Company LLC
Luminant Generation Company LLC

City Manager

Date: _____

Matthew Goering

Date: _____

Mayor

Date: _____

Exhibit J
Exclusive Easement

STATE OF TEXAS §
 §
COUNTY OF HOPKINS §

This instrument was acknowledged before me on _____, 2019, by _____ as City Manager of the City of Sulphur Springs, Texas, a municipal corporation organized under Article 11 of the Texas Constitution, on behalf of said municipal corporation and pursuant to the authority and approval of the City Council of Sulphur Springs granted on October 16, 2018 via Resolution No. 1155.

Notary Public

STATE OF TEXAS §
 §
COUNTY OF HOPKINS §

This instrument was acknowledged before me on _____, 2019, by _____ as Mayor of the City of Sulphur Springs, Texas, a municipal corporation organized under Article 11 of the Texas Constitution, on behalf of said municipal corporation and pursuant to the authority and approval of the City Council of Sulphur Springs granted on October 16, 2018 via Resolution No. 1155.

Notary Public

Exhibit J
Exclusive Easement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2019, by _____ as _____ of **Luminant Mining Company LLC**, a Texas limited liability company, on behalf of said limited liability company and in the capacity therein stated.

Notary Public

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2019, by _____ as _____ of **Luminant Generation Company LLC**, a Texas limited liability company, on behalf of said limited liability company and in the capacity therein stated.

Notary Public

Exhibit K - Permits

Permit Description	Permitted Facilities	Owner	Operator	Approval Date	Expiration Date	Status
Railroad Commission of Texas, Surface Mine Permits	Thermo A-1 Mine Permit No. 56	Luminant Mining Company LLC	Luminant Mining Company LLC	6/26/2012	NA	Reclamation
Railroad Commission of Texas, Surface Mine Permits	Thermo Mine Permit No. 5G	Luminant Mining Company LLC	Luminant Mining Company LLC	12/14/2010	NA	Reclamation
USACE, Wetland 404 Authorization	Thermo Permit No. 199700365	Luminant Mining Company LLC	Texas Utilites Mining Company	7/1/1997	11/16/2001	Mitigation
USACE, Wetland 404 Authorization	Thermo Permit No. 200100189	Luminant Mining Company LLC	Luminant Mining Company LLC	11/16/2001	3/18/2017	Mitigation
USACE, Wetland 404 Authorization	Thermo Permit No. 200600542	Luminant Mining Company LLC	Luminant Mining Company LLC	2/16/2011	3/18/2017	Mitigation
USACE, Wetland 404 Authorization	Thermo Mine AI-Aux Area, SWF-2012-00122	Luminant Mining Company LLC	Luminant Mining Company LLC	7/30/2013	3/30/2020	Active
USACE, Wetland 404 Authorization	Thermo Mine AI-Aux Area-Restoration Unauthorized impacts, SWF-2016-00026	Luminant Mining Company LLC	Luminant Mining Company LLC	2/1/2016	na	Mitigation
TCEQ, Waste Notices of Registration	Monticello Mine, Thermo/Winfield South SWR 34680, ID No. TXD000728972	Luminant Mining Company LLC	Texas Utilities Mining Company Inc			
TCEQ, Wastewater Discharge Permit	Monticello-Thermo, No. 4122	Luminant Mining Company LLC	Luminant Mining Company LLC	3/18/2016	1/1/2021	Active
TCEQ, Multi-Sector Stormwater Permit	Monticello-Thermo Mine, No. TXR05AM68	Luminant Mining Company LLC	Luminant Mining Company LLC	11/9/2016	8/14/2021	Active
TCEQ, Water Rights Permit	Monticello-Thermo Mine, Rock Creek, No. 5906	Luminant Mining Company LLC	Luminant Mining Company LLC	6/15/2006	NA	Active

Exhibit L
Water Rights/Water Impoundments

Ponds greater than 200 ac-ft requiring Water Rights

Pond	Drainage area (Acres)	Volume ² (Acre-feet)	Surface Area (Acres)	Range of modeled Evaporative Losses* (Acre-feet/yr)	Avg. Evaporative Losses* (Acre-feet/yr)
A-18 ¹	776.1	253.3	15.5	-25 to 41	9.0
B-17 ¹	4661.0	445.2	34.4	-71 to 85	19.0
C-06 ¹	1027.8	331.2	14.0	-29 to 35	8.0
G-13 ³	862.1	2430.0	56.9	-118 to 151	9.0
H-03 ³	Possible off channel				
Totals		3459.7	120.8	312	45.0

* From tech reports from 5906 amendment application

¹ Currently an exempt sediment pond

² 2018 Annual pond certifications

³ Proposed final pit pond

Ponds covered by Water Rights Permit 5906

Pond	Drainage area (Acres)	Volume (Acre-feet)	Surface Area (Acres)
B-15	420.3	216.6	11.0
B-18	878.0	248.0	12.1
D-03	520.9	537.0	35.5

Total of all water at Thermo

Impoundment	Estimated Drainage Area (Ac)	Estimated Volume (Ac-Ft)	Estimated Surface Area (Ac)
A-01	49.31	40.7	4.55
A-02	3151.0	49.8	9.20
A-05	3301.0	19.7	2.92
A-08	16.3	11.9	2.70
A-17	218.2	143.5	7.43
A-18	776.1	399.0	15.10
B-15	420.3	216.6 [#]	11.00
B-17	4661.0	737.6	34.40
B-18	878.0	248.0 [#]	12.10
C-04	139.0	15.2	3.25
C-05	706.0	165.4	8.90
C-06	1027.8	325.9	14.00
C-07A	953.0	3.3	1.80
D-02	971.4	90.5	9.82
D-03	520.9	537.0 [#]	35.50
E-01	95.5	1.8	1.22
E-02	241.3	28.9	2.30
E-03	202.1	96.0	11.46
E-04	170.0	184.0	9.40
E-05	23.8	1	1.90
E-06	594.1	78.6	12.19
E-07	165.0	138.5	9.32
F-01	389.7	76.8	5.10
F-03	256.4	36.3	7.04
F-05	265.0	198.0	13.10
F-06	8.1	0.1	0.11
F-12	196.9	113.9	11.10
G-13	862.1	2430.1	56.90
H-01	401.0	71.2	5.80
H-03	not finalized		
AI-1	69.7	29.4	2.80
AI-2	151.9	56.9	4.00

Total all Water at Thermo 5544.0

Exhibit M
Form of Landowner Consultation

_____, 2019

WAIVER OF LANDOWNER CONSULTATION
THERMO MINE (PERMIT NOS. 5G AND 56)

Re: Thermo Mine, Permit No. 5G and 56, as depicted on the attached Exhibit A (the "Property")

Pursuant to that certain Development Agreement by and between the City of Sulphur Springs and Luminant Mining Company LLC, dated October 16, 2018, the City of Sulphur Springs Troy Williams owns all of the real property within the boundaries of Permit No. 5G and 56, which is subject to the jurisdiction of the Railroad Commission of Texas and other government agencies.

This letter confirms that the City of Sulphur Springs hereby waives any rights to, and relieves Luminant Mining Company LLC and its affiliates, of any duty of any landowner consultation, as required by the Railroad Commission of Texas, associated with the reclamation or release of the reclamation bond held for Permit Nos. 5G and 56. The City of Sulphur Springs agrees that Luminant Mining Company LLC has the right to make post-mining changes in land use, as it may determine necessary for achieving successful reclamation, without obtaining the written consent of the City of Sulphur Springs.

Sincerely,

City of Sulphur Springs

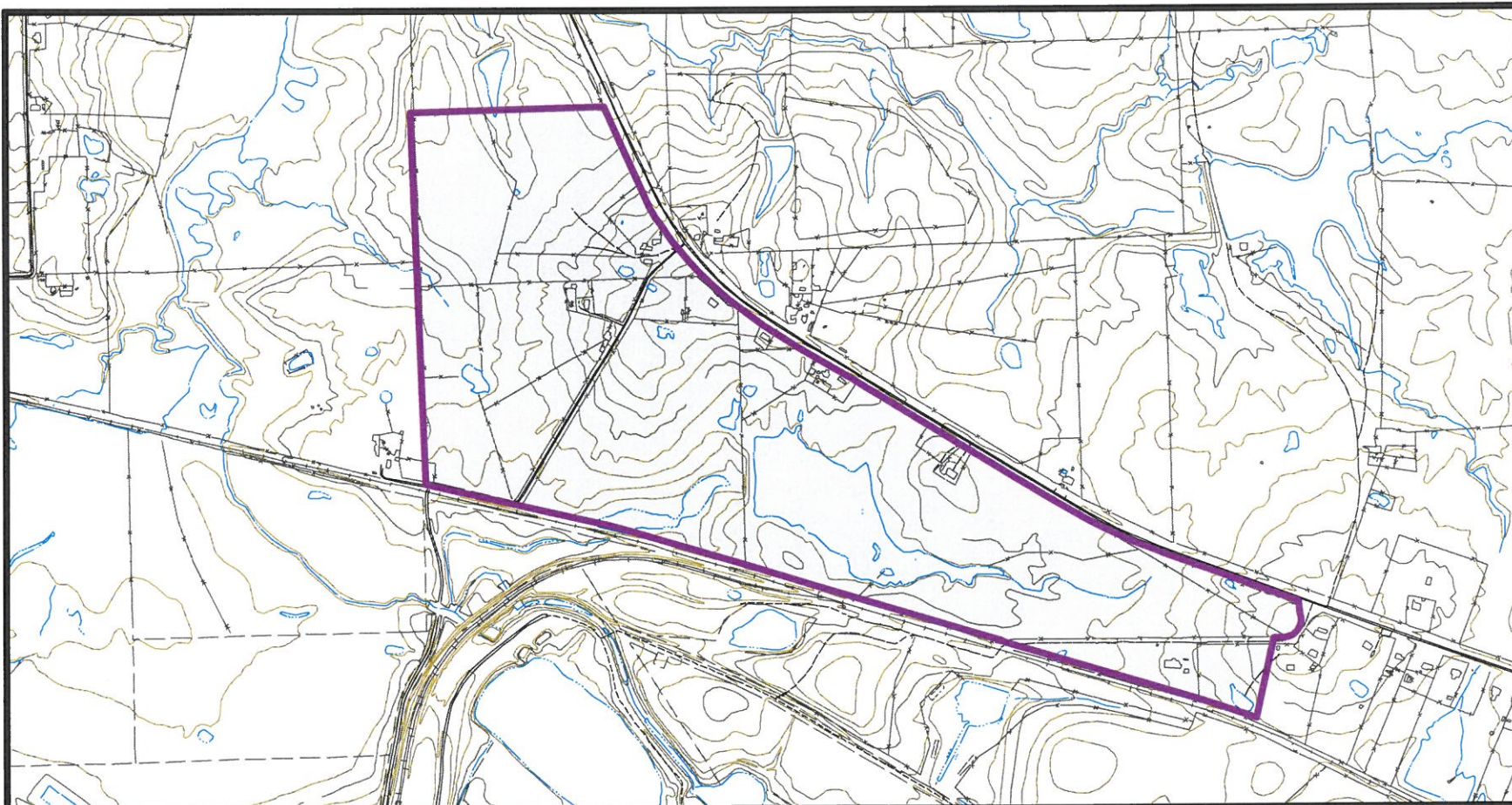
City Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF HOPKINS §

This instrument was acknowledged before me on _____, 2019, by _____ as City Manager of the City of Sulphur Springs, Texas, a municipal corporation organized under Article 11 of the Texas Constitution, on behalf of said municipal corporation and pursuant to the authority and approval of the City Council of Sulphur Springs granted on October 16, 2018 via Resolution No. 1155.

Notary Public



NOT FOR PUBLIC DISCLOSURE

 Thermo A-1 Permit Area

**There are no protected cultural resource sites in the Thermo A-1 Permit Area*

0 1,200



Feet

0 500



Meters



Blanton & Associates, Inc.

ENVIRONMENTAL CONSULTING • PLANNING • PROJECT MANAGEMENT

Protected Cultural Resource Sites within the Thermo A-1 Permit Area

Prepared for: Luminant

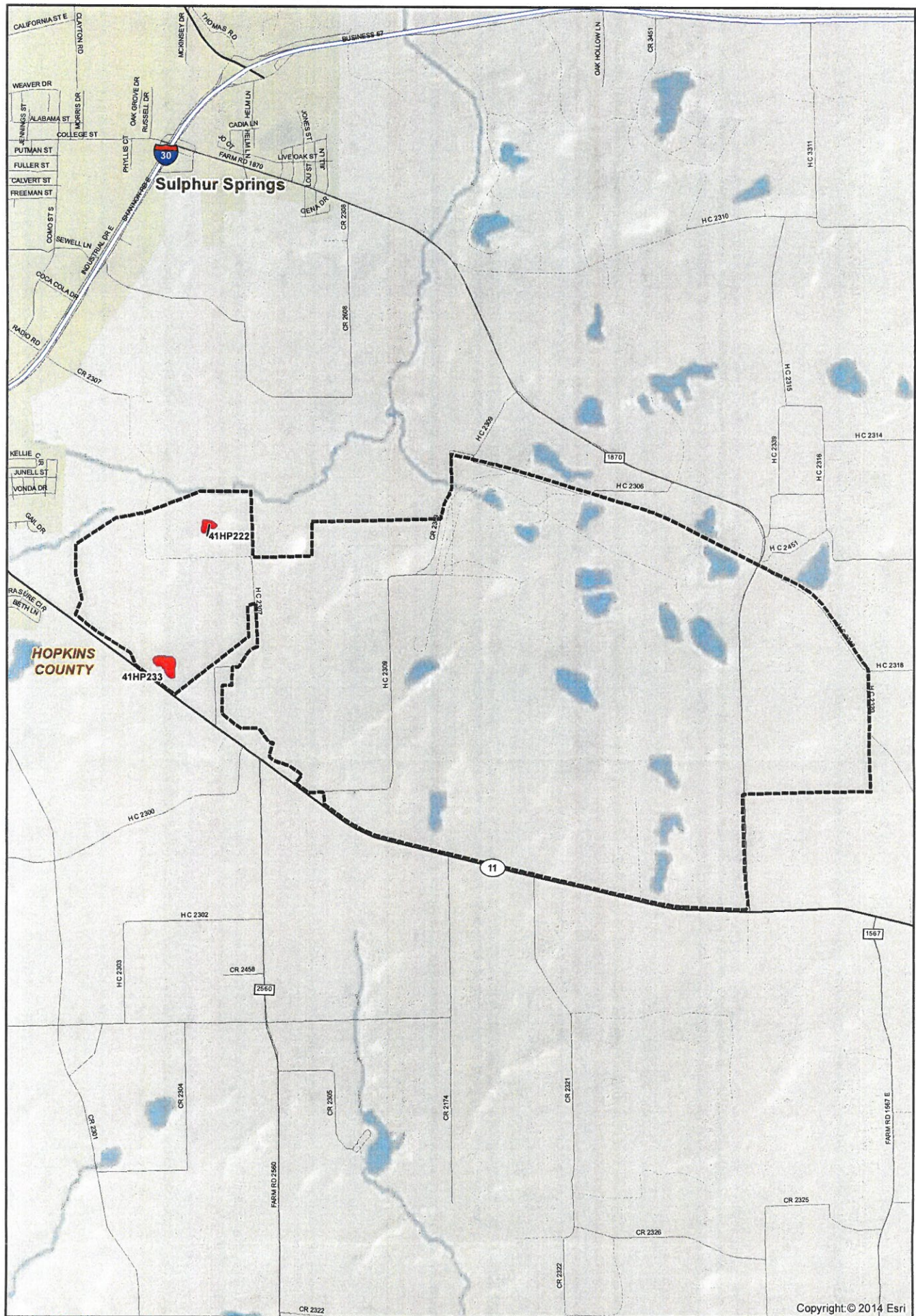
Date: 6/11/2018

Job No.: 100007732

Scale: 1:14,400, or 1"=1200'

File: Z:\Projects\Luminant\Thermo_A_1\MXD\ARCH\Misc\ProtectedCulturalResourceSites

Exhibit N – Protected Cultural Sites



STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT TO ACCEPT DONATION
FOR HIGHWAY CONSTRUCTION PROJECTS**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation (the "Department") and TXU Mining Company LP, a Texas limited partnership, having its principal place of business at 1601 Bryan Street, Dallas, TX 75201-3411 (the "Donor").

WITNESSETH

WHEREAS, Texas Transportation Code §201.206 authorizes the Department to accept, from any source, a donation or contribution in any form, including realty, personalty, money, materials, or services, for the purpose of carrying out its functions and duties; and

WHEREAS, Texas Government Code, Chapter 575 requires the governing board of a state agency, not later than the 90th day after a gift or donation valued at \$500 or more is accepted, to acknowledge the acceptance of the gift or donation by majority vote at an open meeting, and prohibits a state agency from accepting a donation from a person who is a party to a contested case before the agency until the 30th day after the date the decision in the case becomes final; and

WHEREAS, pursuant to these provisions, and to provide guidance on when a gift or donation may be accepted by the Department, the Texas Transportation Commission (the "Commission") has adopted rules relating to Department acceptance of gifts and donations, codified as Title 43, Texas Administrative Code (TAC), §§1.500-1.506; and

WHEREAS, pursuant to 43 TAC §1.503(a), acceptance of a gift or donation must be approved by order of the Commission, except that a gift or donation valued under \$500 may be approved by the Department's Executive Director; and

WHEREAS, in accordance with 43 TAC §1.503(b), the Donor is not subject to Department regulation or oversight, is not interested in or likely to become interested in any contract, purchase, payment, or claim with or against the Department, and is not a party to a contested case before the Department; and

WHEREAS, acceptance of the donation will provide a significant public benefit and will not influence or reasonably appear to influence the Department in the performance of its duties; and

WHEREAS, the Department has determined that participation by Donor in a highway construction project will serve the interest of the traveling public; and

WHEREAS, the Commission, by Minute Order No. 109811, has authorized the Department to accept the donation; and

WHEREAS, pursuant to 43 TAC §1.506, the Donor and the Department must execute a donation agreement.

NOW, THEREFORE, in consideration of the agreements of the parties hereto, to be respectively kept and performed by them as described below, it is agreed as follows:

YEAR
2018
INST
5709
PAGE 78 OF 135

AGREEMENT

ARTICLE 1. DESCRIPTION OF THE DONATION AND RESTRICTION ON USE THEREOF

The Donor desires to donate and the Department accepts an amount sufficient for pre-construction funding and construction inspection (the "Donation") of a grade separation and approach roadway to be constructed by Donor on FM 1870 over the Donor's lignite haul road approximately 1.25 miles north of State Highway 11 (the "Project"). The estimated value of the Donation is approximately \$20,000.00. The Donation shall be used only for the purpose of pre-construction funding and construction inspection of the Project.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

- A. The Donor represents and warrants that it owns the Donation and has unrestricted and full use of the Donation.
- B. The Department does not approve and is not responsible for any representations made by the Donor for tax purposes.

ARTICLE 3. DONATION ACCEPTED FOR LIMITED PURPOSES

- A. Acceptance of the Donation herein described does not bind the Department to a course of action or promise of performance except as specifically described in Article 1, above, and the Donor agrees to such use of the Donation.
- B. No benefit will accrue to the Donor as a result of the Department's acceptance of the Donation except as specifically described in Article 1, above.

ARTICLE 4. AVAILABILITY OF INFORMATION

This agreement is public information and will be furnished to a requestor under the Public Information Act, Texas Government Code, Chapter 552.

ARTICLE 5. PROJECT FUNDING AND WORK RESPONSIBILITIES

The Department will authorize the performance of only those Project items of work that the Donor has requested and has agreed to pay for, and only after payment is received.

Texas Government Code, Chapter 2106 requires the Department to recover indirect costs associated with this agreement as calculated based on prevailing rates specified in the Department's Indirect Cost Recovery Program.

ARTICLE 6. PRE-CONSTRUCTION FUNDING

Upon execution of this agreement, the Donor shall remit to the Department a check or warrant made payable to the Texas Department of Transportation in an amount equal to \$20,000.00. This amount is estimated to be the total costs associated with all document review and preparation and construction inspection relating to the Project, including but not limited to any agreements, easements, schematics and plans, and specifications and estimates, and including all indirect costs that may be incurred by the Department.

In the event the funding submitted by the Donor is insufficient to cover the Department's costs for providing design document reviews and construction inspection oversight services as described herein in Article 10 and 12, the Department will provide written notification to the Donor detailing and requesting the additional funding to be made available. The Donor will review the request and, subject to Donor's approval, make the additional funding available to the Department within thirty (30) days from receipt of the Department's notification. The Department is under no obligation to provide any services relating to the Project unless and until it receives funding from the Donor.

ARTICLE 7. PRELIMINARY PROJECT DEVELOPMENT

The Donor will prepare the preliminary (schematic) designs for roadway and structures and submit them to the Department for review and approval. The preliminary schematic shall be presented in a format suitable for use in the public involvement procedures.

The Department, with assistance from the Donor, will conduct any public hearing or meetings required by the Department's public involvement processes. The Donor will prepare a categorical exclusion consistent with prior practice and submitted in a form acceptable to the Department and submit it to the Department for approval and clearance. The Donor will be responsible for any required archaeological or historical investigations and reports.

The Donor shall prepare easement maps, field notes, parcel plats, and other data as needed to properly describe the easement(s), which the Donor is to provide the Department. The field notes and parcel plats shall be signed and sealed by a Registered Professional Land Surveyor, currently licensed by the "Texas Board of Professional Land Surveying." The easement map, parcel plats, and property descriptions shall be submitted to the Department for review and approval. Tracings of the easement maps shall be furnished to the Department for its permanent records.

ARTICLE 8. EASEMENTS

The Donor shall not proceed with relocation of existing utilities until the environmental clearance has been completed and the Department has approved the easement maps and field notes.

The Donor will provide a permanent exclusive easement for right of way purposes to the State in a form as approved by the Department, together with an owner's policy of title insurance for the benefit of the State. The easement shall be free and clear of all liens and encumbrances and shall include a waiver by Donor of any right to ingress or egress to or from the surface of the land for the purpose of exploring, developing, drilling, or mining. The easement shall also contain a reversionary clause stating that the easement will terminate and revert to Donor if the haul road crossing FM 1870 as described in Article 15 is closed, once the Donor reconstructs FM 1870 along its original alignment to the approval and acceptance of the Department.

All easements for purposes of constructing the Project shall be free and clear of all hazardous materials and contaminants. All costs associated with the detection and remediation of the hazardous materials and contaminants shall be borne by the Donor. When required by the Department, the Donor shall provide written documentation from appropriate regulatory agencies that all known hazardous materials and contaminants have been removed from the easements.

ARTICLE 9. RELOCATION ASSISTANCE

The Department will be responsible for any required relocation assistance as may be determined to be eligible under the Department's relocation assistance program. All costs associated with the relocation assistance including payments to displacees will be assumed by the Donor.

ARTICLE 10. DESIGN

The Donor will prepare the construction plans, specifications and cost estimates. The construction plans shall be in a format prescribed by the Department and in accordance with the Department's current design standards for rural highways as detailed in the Highway Design Division Roadway Design Manual. The specifications shall be the Department's 2004 Standard Specifications for Construction of Highways, Streets and Bridges or its currently approved revisions and any special specifications and provisions as provided by the Department. The Donor will furnish to the Department the pavement design and any standard design details as may be appropriate for the Project, for the Department's approval.

The Department shall review the plans, specifications and estimates provided by the Donor upon completion or at any time deemed necessary by the Department. Should the Department determine that the complete plans, specifications and estimates or portion thereof are unacceptable, the Donor shall correct the design documents to the Department's satisfaction consistent with the Department's most recent policies, procedures, standards and guidelines. Should additional specifications or data be required by the Department, the Donor shall redesign the plans and specifications to the Department's satisfaction consistent with the Department's most recent policies, procedures, standards and guidelines. The costs for additional work on the plans, specifications and estimates shall be borne by the Donor.

The final, as-built construction plans furnished to the Department shall be reproducible tracings on mylar or equivalent.

ARTICLE 11. UTILITY ADJUSTMENTS/RELOCATIONS

The Donor will provide for all utility adjustments or relocations required by construction of the Project, and such adjustments/relocations shall conform to the Department's State Utility Accommodation Policy.

ARTICLE 12. CONSTRUCTION OVERSIGHT FUNDING

Forty-five (45) days prior to the Donor receiving bids for construction of the Project, the Department will provide written notification to the Donor outlining the estimated funding to be made available for the costs to be incurred by the Department to provide the required construction engineering and management services and indirect costs. Subject to the Donor's agreement that the Project should go forward to completion, within thirty (30) days from receipt of the Department's notification, the Donor shall remit to the Department a check or warrant made payable to the Texas Department of Transportation for the estimated amount.

In the event the funding provided by the Donor is determined by the Department to be insufficient to cover the Department's costs, the Department will provide written notification to the Donor outlining the additional funding to be made available. The Donor shall review the request and, subject to Donor's approval, make the additional funding available to the Department within thirty (30) days from receipt of the Department's written notification. The Department is under no obligation to provide any services relating to the Project unless and until it receives funding from the Donor.

ARTICLE 13. DESIGN AND CONSTRUCTION

All aspects of the Project shall be carried out in compliance with applicable federal and state laws and regulations. The Project shall be designed in accordance with the latest Department policies, procedures, standards, and guidelines.

The Donor will advertise for construction bids, issue bid proposals, receive and tabulate the bids and award a contract for construction of the Project in accordance with applicable laws relating to bid proposals and the awarding of construction contracts. In the event the selected bid exceeds the originally estimated cost by more than twenty percent (20%), the Donor will notify the Department and jointly determine whether the contract should be awarded or bids re-submitted. In the event the Department and the Donor determine that resubmitted bids are warranted, the Donor will assume any additional costs incurred by the Department. Change orders, supplemental agreements or additional work orders, which may become necessary subsequent to the award of the contract, shall be mutually agreed upon in writing by the Department and the Donor. All costs associated with construction of the Project will be assumed by Donor.

ARTICLE 14. DEPARTMENT CONSTRUCTION MANAGEMENT

The Department will perform oversight of all work performed hereunder and provide such engineering inspection and testing verification services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor will be the sole responsibility of the Donor.

Upon completion and acceptance of the Project, the Donor will issue to the Department a "Final Construction Inspection Report," acknowledging that the Project has been constructed in accordance with the approved plans, specifications and estimates.

ARTICLE 15. MAINTENANCE

Upon completion and acceptance of the Project, the Department will assume the maintenance responsibilities for the approach roadway riding surface to an approximate 1-1/2 inch depth and for the routine maintenance of the overpass deck and railing. The Donor will assume maintenance responsibility for the remainder of the grade separation structure, the haul road and all

appurtenances thereto. The Department will make periodic inspections of the grade separation structure and will notify the Donor when such inspections reveal that repairs are required. If repairs are required, a separate agreement will be prepared to cover the restorative work which will be accomplished at the expense of the Donor.

The Donor will, at its own cost and expense, execute and keep in force a surety bond, for a period of 18 months from the date of execution of this Agreement in the minimum amount of \$50,000.00 for the cost of maintenance or repair of the highway facility crossing described herein, said surety bond to be approved by the State Treasurer and Attorney General, and with a corporate surety authorized to do business in the State of Texas.

As part of the Project, the Department grants to the Donor a license and permission to construct, operate and maintain a haul road passing across FM 1870 and beneath the grade separation structure that will be constructed on a new approach that will connect and be parallel to FM 1870. The Donor may use that haul road in furtherance of its business purposes, including the movement of mine-related vehicles, equipment or materials. This license shall remain in force for a period of six years from the date this Agreement is signed by the Department and shall be automatically renewed for two-year periods unless modified by mutual agreement of both parties or unless this Agreement is terminated by the Department. The Department may terminate this license upon ninety days written notice prior to the expiration of the primary or any renewal term. At such time as Donor determines that it no longer has a use for the haul road or the license is terminated by the State as described above, Donor will at its expense reconstruct to Department standards the roadway of FM 1870 at the location of haul road, remove from the State's right of way the haul road and the approaches to the grade separation structure, and reconstruct at this location the fence between the State's right of way and Donor's abutting property. Nothing contained herein shall grant the Donor the right to mine lignite or other minerals located under right of way or other property owned by the State of Texas.

ARTICLE 16. INSURANCE

The Donor certifies that it has insurance on file with the Office of General Counsel, Contract Services Section of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 20.102 or Form 1560, Certificate of Insurance, as required by the Department. No other proof of insurance is acceptable to the Department. The Donor certifies that it will keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Donor must stop work until a new certificate of insurance is provided.

ARTICLE 17. RIGHT OF ACCESS

If the Donor is the owner of any part of the Project site, the Donor shall permit the Department or its authorized representative access to the site to perform any activities required to execute the work. The Donor will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the Department.

ARTICLE 18. INDEMNITY

The Donor shall indemnify and save harmless the Department and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission, or negligent act of the Donor or of any person employed by the Donor. The Donor shall also indemnify and save harmless the Department from any and all expense, including, but not limited to, attorney fees which may be incurred by the Department in litigation or otherwise resisting said claim or liabilities which may be imposed on the Department as a result of such activities by the Donor, its agents, or employees.

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ARTICLE 19. DOCUMENT AND INFORMATION EXCHANGE

If applicable, the Donor agrees to electronically deliver to the Department all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the Department, the Donor will use the Department's document template.

ARTICLE 20. INTEREST

The Department will not pay interest on funds provided by the Donor. Funds will be deposited into, and retained in, the State Treasury.

ARTICLE 21. INCREASED COSTS

In the event it is determined that the funding provided by the Donor will be insufficient to cover the Department's cost for performance of the Donor's requested work, if the Donor determines that the Project should move forward to completion, the Donor will pay to the Department the additional funds necessary to cover the anticipated additional cost. The Department shall send the Donor a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Donor shall review the request and, subject to Donor's approval, pay the funds to the Department within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Donor does not pay the additional funds, the Department may terminate the contract as its sole remedy.

ARTICLE 22. TERMINATION

If the Donor withdraws from the Project after the agreement is executed, it shall be responsible for all direct and indirect project costs incurred by the Department for the portion of the Project in which the Department was participating and had completed prior to the withdrawal.

This agreement may be terminated by any of the following conditions:

- (a) By mutual written agreement and consent of both parties.
- (b) By the Department upon determination that construction of the Project is not feasible or is not in the best interest of the State and the traveling public.
- (c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (d) By satisfactory completion of all services and obligations described herein.

The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Donor under this agreement. If the termination of this agreement is due to the failure of the Donor to fulfill its contractual obligations, the Department will notify the Donor that breach of contract has occurred. Within sixty (60) days from the Department's written notification, the Donor must remedy the breach as outlined by the Department. In the event the Donor does not remedy the breach, the Department may take over the Project and prosecute the work to completion. In such case, the Donor shall continue to be liable to the Department for the cost of the Project and any additional costs occasioned by the Department. In the event the Donor determines not to proceed with the Project, the Donor agrees to reimburse the Department for all costs incurred to the date of cancellation.

If the Donor ceases to use the haul road for a period of two (2) years, the Donor, if requested by the Department will provide for removal of the haul road and all appurtenances and will bear the cost to the Department for removal of the overpass approaches from State-owned right-of-way and restoration of the affected highway to a condition equivalent to the adjacent approaches existing at that time. The Department and the Donor will enter into a separate agreement defining the work to be required and the costs associated with the restoration and removal work.

ARTICLE 23. FINAL ACCOUNTING

Upon completion of the Project, the Department will make a final accounting in accordance with its established accounting procedures. Any funds previously deposited by the Donor and not expended for the cost of the work covered under this agreement will be returned to the Donor.

ARTICLE 24. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Donor: TXU Mining Company LP Attn: Anthony Marquez 1601 Bryan Street Dallas, TX 75201-3411	Department: Texas Department of Transportation Attn: District Engineer 1365 N. Main Street Paris, TX 75460
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All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

ARTICLE 25. SOLE AGREEMENT

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Donor and the Department, the latest agreement shall take precedence over the other agreements in matters related to the Project.

ARTICLE 26. SUCCESSORS AND ASSIGNS

The Department and the Donor each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

ARTICLE 27. SIGNATORY WARRANTY

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

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IN TESTIMONY WHEREOF, the Department and the Donor have executed duplicate counterparts of this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: Janice Mullenix
Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation

Date May 11, 2005

THE DONOR

The undersigned signatory warrants that he or she is an official representative of the organization making the Donation described herein and that he or she is authorized to make the donation and to enter into this agreement on behalf of the organization.

By: Cory Tean
Director of Mining Operations
TXU Mining Company LP
Typed or Printed Name and Title

Date 11-10-04



Texas Department of Transportation (TxDOT) CERTIFICATE OF INSURANCE

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on the back of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: TXU MINING COMPANY LP

Street/Mailing Address: 1601 BRYAN STREET

City/State/Zip: DALLAS TEXAS 75201

Phone Number: Area Code (214) 812-2872 Vendor Identification Number: 17518373554039

Workers' Compensation Insurance Coverage: FM 1870 Haul Road North of State Highway 11.
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: <u>Liberty Mutual Insurance Co.</u>			Carrier Phone #: <u>617-654-3061</u>	
Address: <u>P.O. Box 8017</u>			City, State, Zip: <u>Wausau, WI 54402</u>	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation	<u>WA769D004224-025</u>	<u>1/1/05</u>	<u>1/1/06</u>	Not Less Than: Statutory - Texas

Comprehensive General Liability Insurance:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: <u>Self Insured</u>			Carrier Phone #:	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Comprehensive General Liability Insurance Bodily Injury Property Damage OR Commercial General Liability Insurance				Not Less Than: \$ 500,000 each occurrence \$ 100,000 each occurrence \$ 100,000 for aggregate OR \$ 600,000 combined single limit

Comprehensive Automobile Liability Insurance:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: <u>Self Insured</u>			Carrier Phone #:	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Comprehensive Automobile Liability Insurance OR Texas Business Automobile Policy Bodily Injury Property Damage				Not Less Than: \$ 250,000 each person \$ 500,000 each occurrence \$ 100,000 each occurrence

Umbrella Policy (if applicable):

Carrier Name:			Carrier Phone #:	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Authorized Agent name, address and zip code:

Marsh USA, Inc., 1717 Main Street, Dallas Texas 75201

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under sections 555.021 and 553.023 of the Texas Government Code, you also are entitled to receive and review the information. Under section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Area Code (214) 303-8581

Authorized Agent's Phone Number

Cindy Murwater
Authorized Agent Original Signature

05/25/05
Date

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Texas Department of Transportation

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required, if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The **SIGNATURE** of the agent is required. Stamped/typed/printed signatures are not acceptable.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMPREHENSIVE GENERAL LIABILITY INSURANCE or COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregates

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE or TEXAS BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Texas Business Automobile Policy or Comprehensive Automobile Liability may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
Office of General Counsel - Contract Services Section
125 E. 11th St.
Austin, TX 78701-2483
(512) 936-1970
Fax # (512) 936-1971

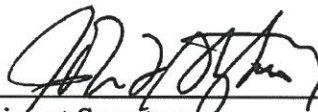
TXU MINING COMPANY LP

Energy Plaza 1601 Bryan Street Dallas, Texas 75201-3411

CERTIFICATE OF AUTHORITY

The undersigned, John F. Stephens, Jr., Assistant Secretary of TXU Mining Management Company LLC, (the "Company"), a Delaware limited liability company and General Partner of TXU Mining Company LP, a Texas limited partnership (the "Partnership"), hereby certifies that Gerry L. Pearson holds the position of Director of Mining Operations, and as such is authorized to sign on behalf of or otherwise act on behalf of the Partnership.

WITNESS my hand and the seal of TXU Mining Management Company LLC the 8th day of July, 2004



Assistant Secretary
TXU Mining Management Company LLC,
General Partner of TXU Mining Company LP

(CORPORATE SEAL)



ORDER

THE STATE OF TEXAS X

COUNTY OF HOPKINS X

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Regular Session on September 26th, 2005, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the presentation and request of TXU Mining Company LP, ("TXU"), to approve the construction of Monticello-Thermo Mine FM 1870 Bridge Project, more particularly described as follows:

(1) LOCATION

The FM 1870 Bridge Project is located in Hopkins County, Texas. The Project lies between the Thermo community and State Highway 11 (see Project Location Map attached hereto as Exhibit "A"). The project begins Approximately .4 mile north from the intersection of State Highway 11 And FM 1870. The .64 mile of new highway, i.e. temporary detours and Bridge, will be relocated approximately 150 feet to the west of existing FM 1870 alignment.

(2) PROJECT DESCRIPTION

The design will consist of approach embankments and a bridge over a mine haul road within a temporary detour. The clearance between the top of the haul rod and the bottom of the bridge girder will be approximately 25 feet. The temporary relocation will be built on the west side of the existing alignment and will extend onto TXU Mining Company LP (TXU) property. TXU is working together with the Texas Department of Transportation to fulfill any state requirements and regulations.

After consideration of the said request presentation of TXU, upon motion duly made by Commissioner Burke Bullock and seconded by Commissioner Don Patterson the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:

IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:

That the Fm 1870 Bridge Project is hereby accepted and approved:

(1) LOCATION

The FM 1870 Bridge Project is located in Hopkins County, Texas. The project lies between the Thermo community and State Highway 11 (see Project Location Map attached hereto as Exhibit "A"). The project begins approximately .4 mile north from the intersection of State Highway 11 and FM 1870. The .64 mile of new highway i.e. temporary detours and bridge, will be relocated approximately 150 feet to the west of existing FM 1870 alignment.

(2) PROJECT DESCRIPTION

The design of the Project will consist of approach embankments and a bridge over a mine haul road within a temporary detour. The clearance between the top of the haul road and the bottom of the bridge girder will be approximately 25 feet. The temporary relocation will be built on the west side of the existing alignment and will extend onto TXLU Mining Company LP (TXU) property.

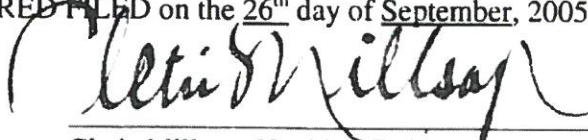
(3) PERSONS AFFECTED

The Court further finds that TXU is the owner of all tracts involved in the construction of the FM 1870 Bridge Project and that no persons shall be without access to their property upon completion of said project.

(4) IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT
That the interests of the public and affected landowners have been protected by the plans presented to the Commissioners' Court for the construction of the FM 1870 Bridge Project.


Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 26th day of September, 2005.

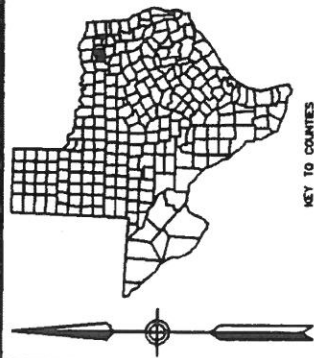
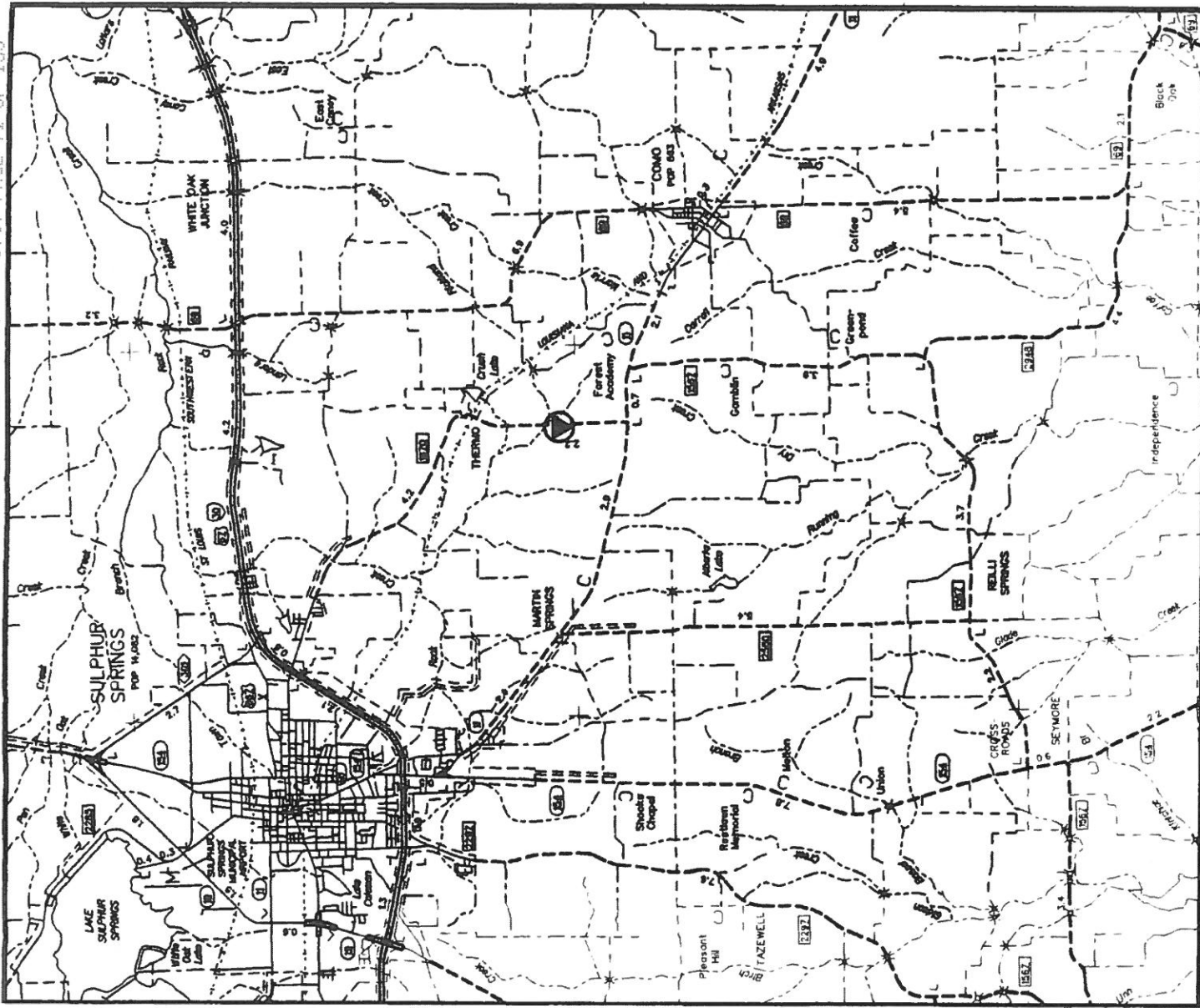
SIGNED, ENTERED and ORDERED FILED on the 26th day of September, 2005.



Cletis Millsap, Hopkins County Judge

ATTEST:


Debbie Shirley, Hopkins County Clerk



KEY TO COUNTIES

PROJECT LOCATION

FM 1870 RELOCATION LOCATION MAP SCALE: 1" = Approx. 2 Mi.

ORDER

THE STATE OF TEXAS *
COUNTY OF HOPKINS *

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Special Session on January 14, 2000, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the request of TXU-Mining to close, abandon and vacate a county road located in Hopkins County, Texas, said work being more particularly described as follows:

- (1) TXU-Mining requests the closure, abandonment and relocation of a portion of County Road 2309, beginning at a point along said road, approximately 1.0 mile south of the intersection of said road and FM Highway 1870, with said beginning point being further described as an interior point in a tract of land conveyed from Daniel W. Edge to L. D. Cross, Trustee, acting as agent in and for Texas Utilities, and being recorded in Vol. 362, Page 288 of the Real Property Records of Hopkins County, Texas. Thence, from said beginning point, and along said proposed closure section, traveling in a south then westerly direction for a distance of approximately 2.0 miles to the terminus point of the proposed road closure, with said terminus point being a southwest corner of a tract of land conveyed to First Security Bank, N.A., acting as agent in and for Texas Utilities, by Joe A. Worsham and Bobbie Miller Worsham, recorded in Vol. 312, Page 38, of the Real Property Records of Hopkins County, Texas, with said terminus point being approximately 0.2 miles east of the intersection of Hopkins County Road 2309 and State Highway 11. Said proposed road closure being marked as CR 2309 on the map attached hereto as Attachment 1.
- (2) TXU-Mining proposes that in 2008, or within two (2) years after all mining and reclamation has been completed west and north of the proposed closure section, whichever is later, TXU-Mining will construct a new county road segment with a typical section as shown in Attachment 2. Said new county road segment will be of similar alignment, location, and distance as existed prior to mining and will thereby reconnect previously open sections of Hopkins County Road 2309 to the north and south-southwest, creating a continuous road between FM 1870 and State Highway 11.

After consideration of said request and hearing remarks from TXU-Mining and interested citizens from within the county, upon motion duly made by Commissioner Halcomb and seconded by Commissioner Wisenbaker, the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:



IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:

That the following described county road located in Hopkins County, Texas, shall be closed, abandoned and vacated:

- (a) County Road 2309, beginning at a point along said road, approximately 1.0 mile south of the intersection of said road and FM Highway 1870, with said beginning point being further described as an interior point in a tract of land conveyed from Daniel W. Edge to L. D. Cross, Trustee, acting as agent in and for Texas Utilities, and being recorded in Vol. 362, Page 288 of the Real Property Records of Hopkins County, Texas. Thence, from said beginning point, and along said proposed closure section, traveling in a south then westerly direction for a distance of approximately 2.0 miles to the terminus point of the proposed road closure, with said terminus point being a southwest corner of a tract of land conveyed to First Security Bank, N.A., acting as agent in and for Texas Utilities, by Joe A. Worsham and Bobbie Miller Worsham, recorded in Vol. 312, Page 38, of the Real Property Records of Hopkins County, Texas, with said terminus point being approximately 0.2 miles east of the intersection of Hopkins County Road 2309 and State Highway 11. Said proposed road closure being marked as CR 2309 on the map attached hereto as Attachment 1.
- (b) In 2008, or within two (2) years after all mining and reclamation has been completed west and north of the proposed closure section, whichever is later, TXU-Mining will construct a new county road segment with a typical section as shown in Attachment 2. Said new county road segment will be of similar alignment, location, and distance as existed prior to mining and will thereby reconnect previously open sections of Hopkins County Road 2309 to the north and south-southwest, creating a continuous road between FM 1870 and State Highway 11. In addition, TXU-Mining shall resurface that portion of County Road 2309 which is not relocated pursuant to the terms of this Order.
- (c) **In lieu of reconstructing the county road segment as it existed prior to mining and described in paragraph (b) above, the Commissioners' Court of Hopkins County, Texas, may, at its option, select a route for a roadway, with the approval of TXU-Mining, which connects County Road 2307 with the northern portion of County Road 2309 which remains open. The cost of the proposed roadway connecting County Road 2309 and County Road 2307 to be paid for by TXU-Mining shall not exceed the cost of reconstructing that portion of County Road 2309 described in paragraph (b) above. In the event the cost of such road built under this paragraph (c) should be less than the amount required under paragraph (b), then TXU-Mining shall pay the difference to Hopkins County. TXU-Mining shall agree to resurface the portion of County Road 2309 which lies North of the portion closed under paragraph (a).**
- (d) **In lieu of reconstructing the county road segment as it existed prior to mining and described in paragraph (b) above, the Commissioners' Court of Hopkins County, Texas, may, at its option, apply the funds, of which TXU-Mining would be**

TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN HOPKINS
COUNTY CLERK'S OFFICE



responsible for reconstructing that portion of County Road 2309, for the benefit of a proposed roadway connecting County Road 2307 on the south and Interstate Highway 30 on the north. This proposed roadway has not been finally determined as to its course or in any way approved by any governmental authorities. In the event the Commissioners' Court of Hopkins County, at any time prior to the cessation of mining and reclamation, has not chosen either of the alternatives outlined in paragraphs (b) or (c), the said funds necessary to relocate County Road 2309 may be used by the Court for the purposes of this proposed roadway. If TXU-Mining should own any property along the route of this proposed roadway, it will cooperate and use its best efforts to provide right-of-way for the completion of said road, taking into account its effect on any future proposed mining area and its ownership of any property lying on such right-of-way of the proposed roadway.

- (e) The selection of any alternative under paragraph (b), (c), (d) shall relieve TXU-Mining from any obligation under the remaining paragraphs, except its commitment under paragraph (d) to assist in providing right-of-way for the proposed roadway.

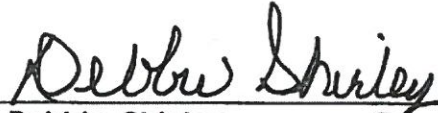
IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT that the interests of the public and affected landowners have been protected.

Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 14th day of January, 2000.

SIGNED, ENTERED and ORDERED FILED on this the 14th day of January, 2000.


Cletis Millsap, County Judge

ATTEST:


Debbie Shirley, County Clerk

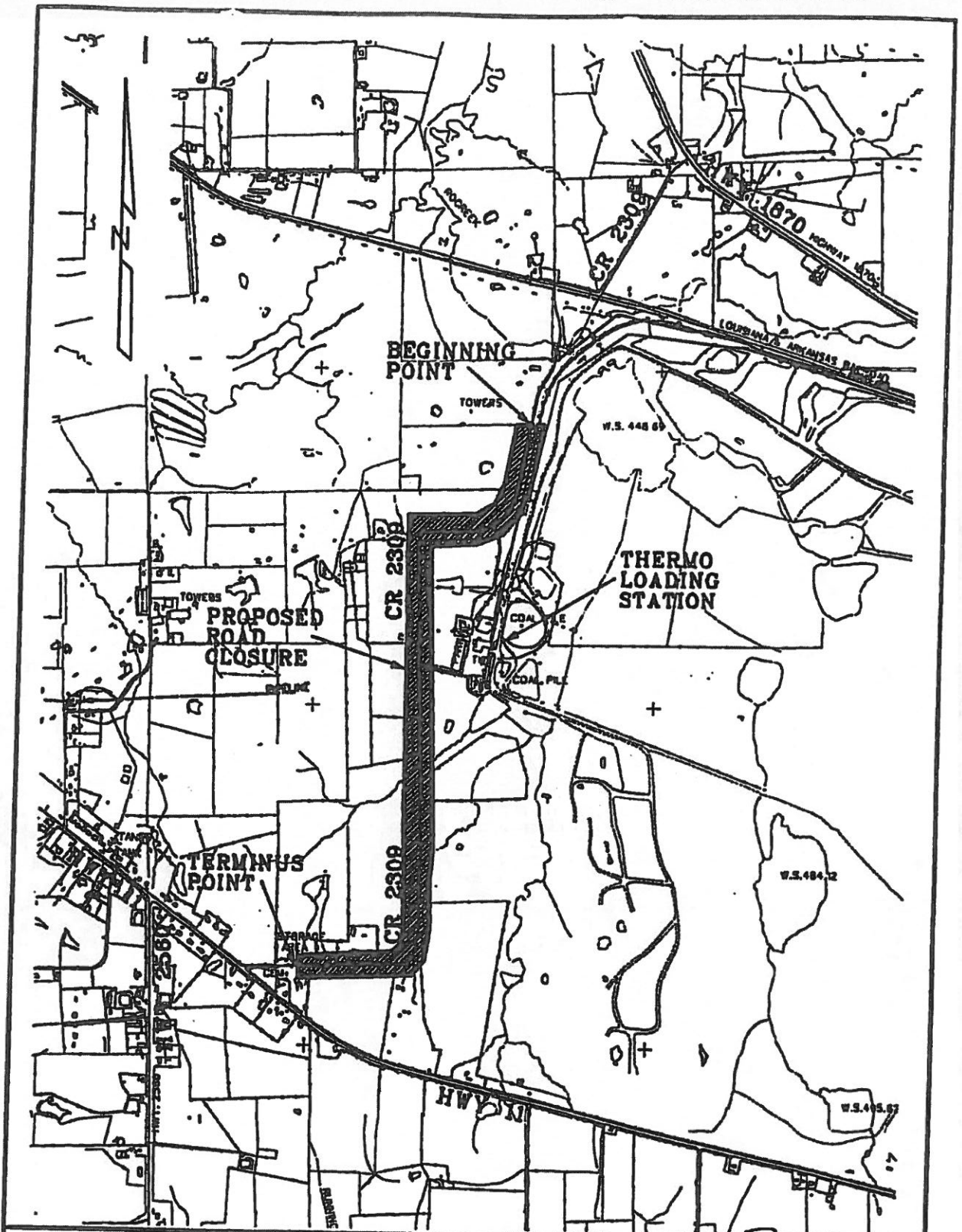


CLERK'S CERTIFICATE

THE STATE OF TEXAS I
COUNTY OF HOPKINS I

I, DEBBIE SHIRLEY, County Clerk and Clerk of the Commissioners' Court of Hopkins County, Texas, do hereby certify that the above is a true and correct excerpt as taken from the minutes of the Commissioners' Court sitting in session on the 14th day of January, 2000 and recorded in the Minutes of the office of the County Clerk of Hopkins County, Texas.

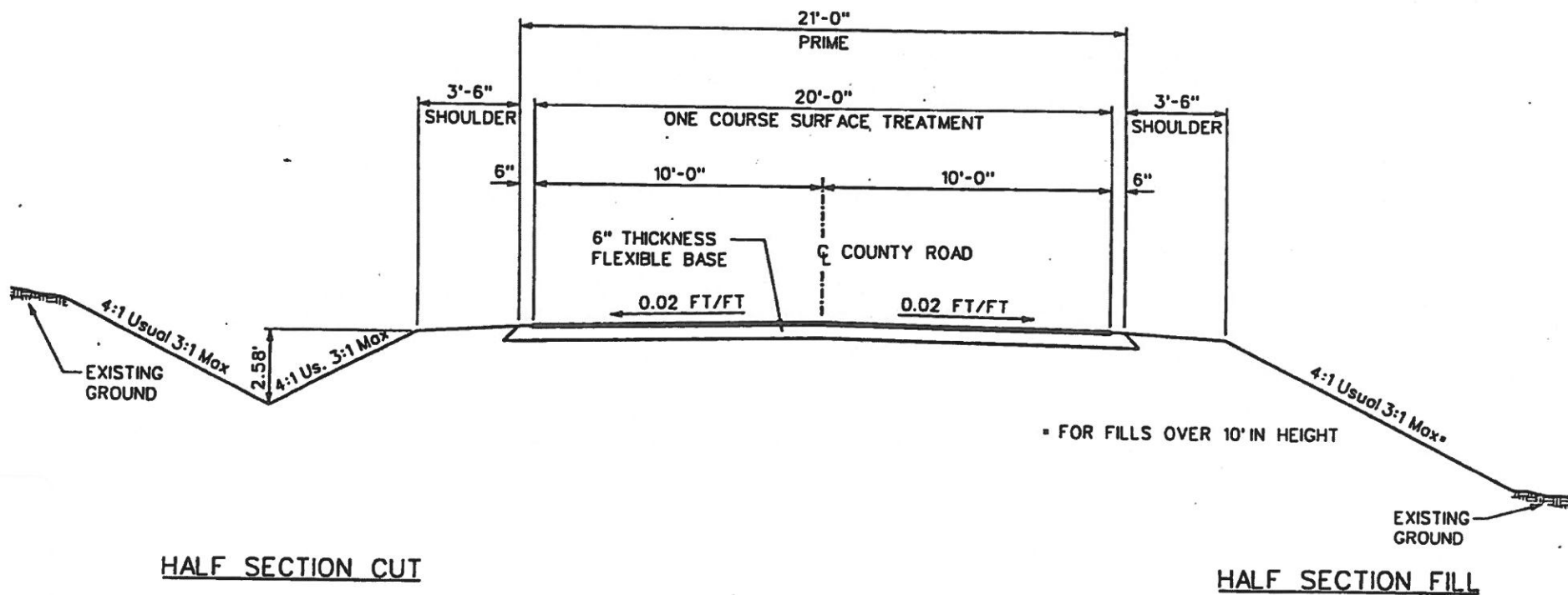

COUNTY CLERK, HOPKINS COUNTY



Attachment 1

**Proposed Road Closure
Hopkins County Road 2309
TXU-Mining Company
Sulphur Spri**

APPENDIX 2



TYPICAL SECTION
NOT TO SCALE

MONTICELLO THERMO				
SULPHER SPRINGS, TEXAS				
TYPICAL COUNTY ROAD SECTION				
TXU MINING				
DR. BY:	APPROVAL:	DATE:	LOWE NO.	DATE:

STATE OF TEXAS *
 *
COUNTY OF HOPKINS *

AGREEMENT

FILED FOR RECORD
HOPKINS COUNTY, TEXAS
00 AUG 30 AM 11:22
DEBBIE SHIRLEY
COUNTY CLERK
BY _____ DEPUTY

WHEREAS, the Commissioners' Court of Hopkins County ("the Court") meeting in a Special Session on January 14, 2000, considered and approved the request of TXU-Mining to close a portion of County Road 2309, which was described in the Order issued on the same date by the Court ("the Order"); and

WHEREAS, contained in the Order issued by the Court were three (3) options regarding the reconstruction of a roadway by TXU-Mining; and

WHEREAS, the Court and TXU-Mining have agreed upon the selection of an option for the reconstruction of a roadway as outlined in the Order issued by the Court;

NOW, THEREFORE, the parties agree as follows:

(1) The Commissioners' Court of Hopkins County, Texas, has selected the option for reconstruction of a roadway outlined in that Order of the Court dated January 14, 2000, and said option being described as follows:

In 2008, or within two (2) years after all mining and reclamation has been completed west and north of the proposed closure section, whichever is later, TXU-Mining will construct a new county road segment with a typical section as shown in Attachment 2 (as shown in the Court's Order). Said new county road segment will be of similar alignment, location, and distance as existed prior to mining and will thereby reconnect previously open sections of Hopkins County Road 2309 to the north and south-southwest, creating a continuous road between FM 1870 and State Highway 11. In addition, TXU-Mining shall resurface that portion of County Road 2309 which is not relocated pursuant to the terms of the Order.

(2) That upon the selection of this option by the Court, TXU-Mining shall have no responsibility with regard to either of the other two (2) options contained in the Court's order dated

January 14, 2000. The parties agree that upon the construction of the new county road as described above in Section 1 and acceptance by the Court, TXU-Mining shall have complied with the requirements of the Court's order dated January 14, 2000.

(3) This Agreement shall be considered effective upon the approval by the Commissioners' Court of Hopkins County, Texas.

This Agreement entered into the 28th day of August, 2000.



Cletis Millsap, County Judge
Hopkins County, Texas

TXU-Mining



By: _____
Title: Mine Manager - Monticello

ORDER

7:57 SEP 21 PM 2:22

THE STATE OF TEXAS *
COUNTY OF HOPKINS *

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Regular Session on September 10, 2007, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the request of TXU Mining Company LP ("TXU") to close, abandon and relocate a portion of a certain county road located in Hopkins County, Texas, said work being more particularly described as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2307 and beginning at a point along said road, approximately 0.42 miles north of the intersection of said road and State Highway 11. Thence, from said beginning point, and along said proposed closure section, traveling in a north then westerly direction for a distance of approximately 1.28 miles to the terminus point of the proposed road closure. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2307, TXU shall, at its expense, construct an access road to provide access to a property owned by the City of Sulphur Springs, Texas, said road beginning at a point on County Road No. 2309 at the point where such road becomes a public road pursuant to that Order of this Court dated January 14, 2000, and continuing westward to said property, as shown on Attachment 1.
- (3) TXU proposes that in 2013 or within two (2) years after all mining and reclamation has been completed in the proposed closure section, whichever is later, TXU will construct two (2) new county road segments identified on Attachment 1 as Proposed County Road No. 1 and Proposed County Road No. 2, with the typical section as shown on Attachment 2.

After consideration of said request and hearing remarks from TXU and interested citizens from within the county, upon motion duly made by Commissioner Burke Bullock and seconded by Commissioner Don Patterson, the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:

IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:

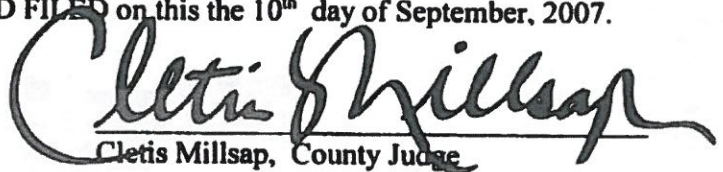
That the following described portion of Hopkins County Road No. 2307 shall be closed, abandoned and relocated as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2307 and beginning at a point along said road, approximately 0.42 miles north of the intersection of said road and State Highway 11. Thence, from said beginning point, and along said proposed closure section, traveling in a north then westerly direction for a distance of approximately 1.28 miles to the terminus point of the proposed road closure. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2307, TXU shall, at its expense, construct an access road to provide access to a property owned by the City of Sulphur Springs, Texas, said road beginning at a point on County Road No. 2309 at the point where such road becomes a public road pursuant to that Order of this Court dated January 14, 2000, and continuing westward to said property, as shown on Attachment 1. Prior to completion of such access road, TXU shall, at all times, provide gates and keys to those persons or entities which shall need access to the property owned by the City of Sulphur Springs, Texas.
- (3) TXU proposes that in 2013 or within two (2) years after all mining and reclamation has been completed in the proposed closure section, whichever is later, TXU will construct two (2) new county road segments identified on Attachment 1 as Proposed County Road No. 1 and Proposed County Road No. 2, with the typical section as shown on Attachment 2.

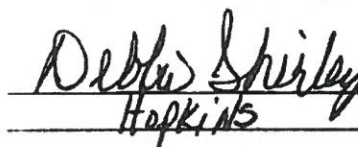
IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT that the interests of the public and affected landowners have been protected.

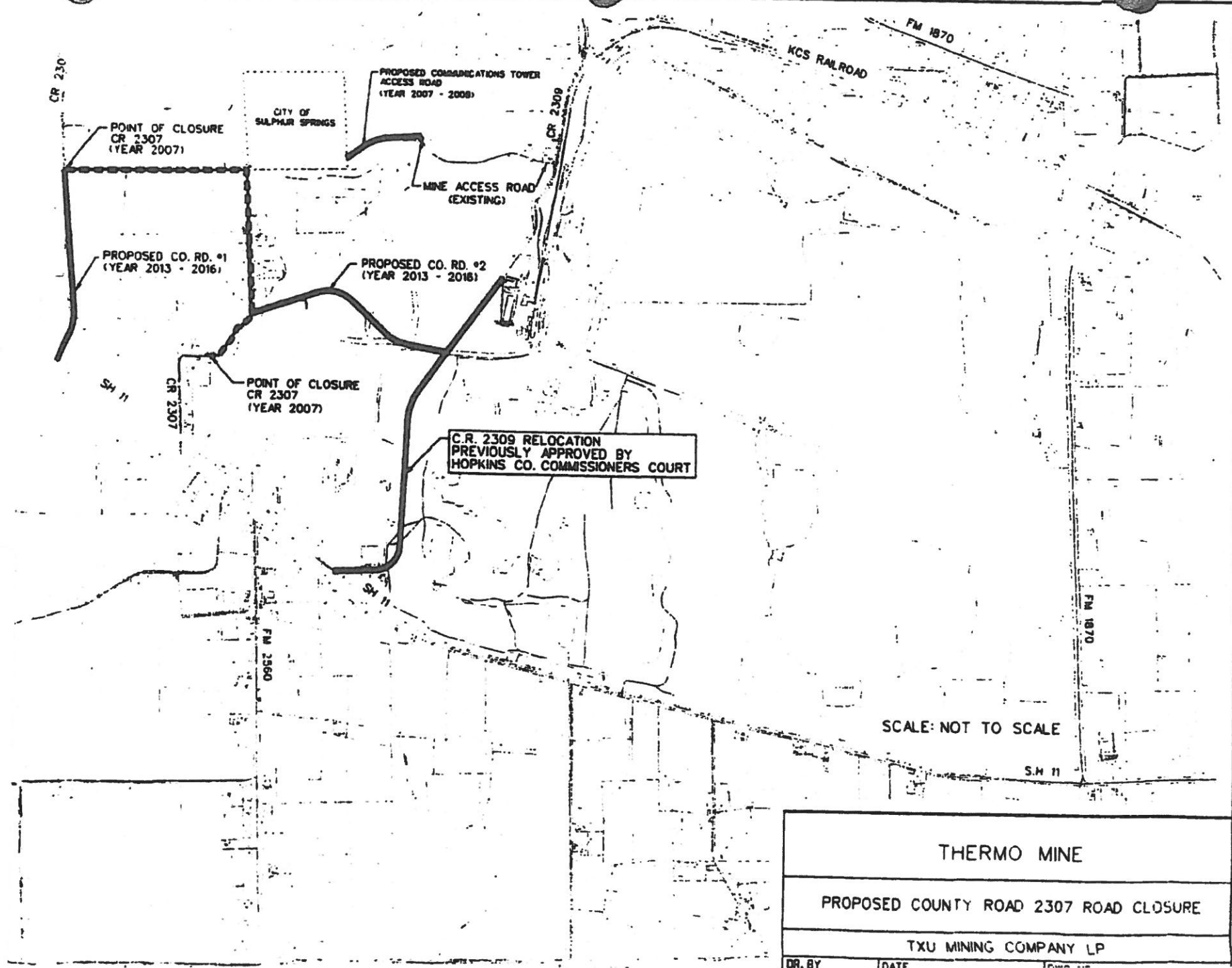
Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 10th day of September, 2007.

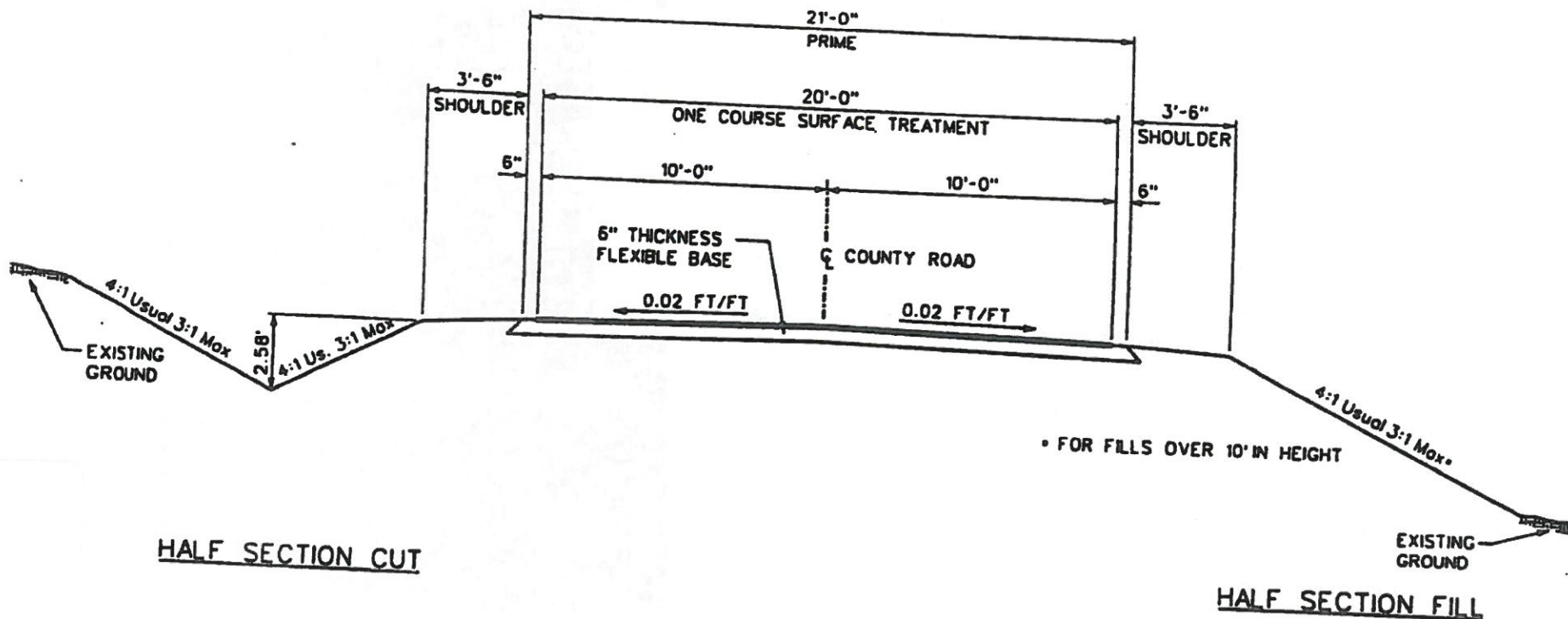
SIGNED, ENTERED and ORDERED FILED on this the 10th day of September, 2007.


Cletis Millsap, County Judge

ATTEST:


Debbie Shirley
Hopkins, County Clerk





HALF SECTION CUT

TYPICAL SECTION
NOT TO SCALE

HALF SECTION FILL

MONTICELLO THERMO
SULPHER SPRINGS, TEXAS
TYPICAL COUNTY ROAD SECTION
TXU MINING

NOTICE OF REQUEST TO
CLOSE, ABANDON AND RELOCATE
A COUNTY ROAD IN HOPKINS COUNTY, TEXAS

Notice is hereby given that TXU Mining Company LP has requested the Commissioners' Court of Hopkins County, Texas, to close, abandon and relocate a segment of County Road No. 2307. This request will be heard by the Commissioners' Court of Hopkins County, Texas, in a regular session on the 10th day of September, 2007, at 10:00 o'clock a.m., in the Commissioners' Courtroom located in the Hopkins County Courthouse. A copy of such request is on file in the Office of the County Clerk of Hopkins County, Texas, and may be inspected by any interested person. As a result of closing, abandoning and relocating said segment of said county road, no person will be left without access to their residence or lands.

Notice given this 18th day of July, 2007.

TXU Mining Company LP

By: Kerry Wootten
Kerry Wootten, Attorney

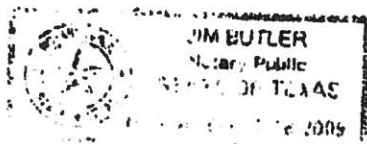
RUSSELL & WOOTTEN, P.C.
P. O. Box 1135
Mt. Pleasant, Texas 75456-1135
Phone: (903) 572-3653
FAX: (903) 572-7442

STATE OF TEXAS *
COUNTY OF HOPKINS *

BEFORE ME, the undersigned authority, on this day personally appeared Scott Keys, Publisher of the Sulphur Springs News Telegram, a newspaper of general circulation in Hopkins County, Texas, who, being by me duly sworn upon oath, says that the foregoing notice was published in said newspaper, bearing the date of August 12, 2007.

Scott Keys
Publisher

SUBSCRIBED AND SWORN TO BEFORE ME on the 13 day of August, 2007, to certify which witness my hand and official seal.



Jim Butler
NOTARY PUBLIC, STATE OF TEXAS

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NOTICE OF REGULAR MEETING

TIME: 10:00 A.M.
DATE: Monday, July 26th, 2010
PLACE: In The Commissioners' Courtroom On The First Floor Of The Hopkins County Courthouse Located At 118 Church St., Sulphur Springs, TX.

FILED FOR RECORD
HOPKINS COUNTY, TEXAS

2010 JUL 23 A 9:02

DEBBIE SHIRLEY
COUNTY CLERK

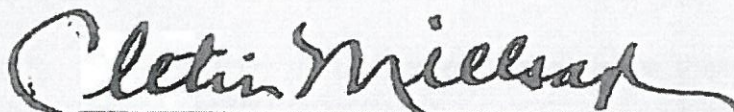
- I. Invocation
II. Pledge Of Allegiance To The Flag

- A. AMERICAN FLAG:
B. TEXAS FLAG: "Honor The Texas Flag; I Pledge Allegiance To Thee, Texas, One State Under God, One DEBITY Indivisible."

The Following Items Will Be Considered By Commissioners' Court For Discussion And/Or Action:
The Court May Go Into Executive Session To Discuss Legal Matters.

ORDER OF BUSINESS


- 1) The Court To Declare A Quorum
- 2) Consent Agenda.
 - i) Approve Previous Meeting Minutes.
 - a) Regular – 7-12-10
 - ii) Approval Of Utility Easements, Burial Of Telephone Cables And Construction Of Water Distribution Facilities.
 - a) The Court To Consider Approving A Request From North Hopkins Water Supply Corporation To Install A 1" Water Main Across County Road 3304 Located In Precinct 3.
- 3) The Court To Consider Citizen Comments.
- 4) Other County Business.
 - i) The Court To Consider Approving A Tax Abatement Policy.
 - ii) The Court To And Possibly Approve The Closure, Abandonment And Relocation Of A Section Of County Road No. 2309 And To Consider And Possibly Approve The Construction And Acceptance Of A Relocation Of County Road 2309.
 - iii) The Court To Discuss/And May Take Action On Amending The July 1, 2010 Hopkins County Filing Freeze.
 - iv) The Court To Review Monthly Reports For Offices.
- 5) The Court To Consider Budget Amendments And Line Item Transfers.
- 6) The Court Will Consider And Act On Payment Of Bills, Revenues And Expenses And Financial Statements.
- 7) The Court To Consider Contracts.
- 8) The Court Will Consider And Act On Personnel Matters.
- 9) The Court To Consider Disposal Of Asset Request.
- 10) The Court To Approve Resolutions And Proclamations.
- 11) The Court To Adjourn.


CLETIS MILLSAP, COUNTY JUDGE
HOPKINS COUNTY, TEXAS

STATE OF TEXAS X
COUNTY OF HOPKINS X

I, Debbie Shirley, County Clerk of Hopkins County, Texas, do hereby certify that the above and foregoing notice was filed in my office this the 23rd day of July, 2010 at 10:00 A.M.

Given under my hand and seal this the 23rd day of July, 2010 at 10:00 A.M.


DEBBIE SHIRLEY, COUNTY CLERK
HOPKINS COUNTY, TEXAS

200/1000 PPKINS CO. JDC. MILLSAP +++ County Clerk

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STATE OF TEXAS §
COUNTY OF HOPKINS §

BE IT REMEMBERED on the 26th day of July 2010, there was conducted a **REGULAR** Public Meeting of the Honorable Commissioners' Court of Hopkins County, Texas, on the 1st Floor, Commissioners' Courtroom, in the Courthouse, 118 Church Street, City of Sulphur Springs, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE COURT MET AT:

10:00 A.M.

PRESENT:

CLETIS MILLSAP
COUNTY JUDGE

BETH WISENBAKER
COMMISSIONER, PRECINCT NO. 1

BURKE BULLOCK
COMMISSIONER, PRECINCT NO. 2

DON PATTERSON
COMMISSIONER, PRECINCT NO. 3

DANNY EVANS
COMMISSIONER, PRECINCT NO. 4

CHERE GODBOLT Deputy
COUNTY CLERK

ABSENT:

The meeting was called to order by Judge Cletis Millsap. Judge Millsap offered an invocation and asked the court and audience to join him in reciting the Pledge of Allegiance to The American Flag & Texas Flag.

The Court considered the following matters as posted and filed for Record in the Office of the County Clerk on July 23, 2010 at 9:02 a.m. Judge Millsap Declared A Quorum.

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For The Record Commissioner Evans Came In At 10:15 a.m.

CONSENT AGENDA:

Upon motion by Commissioner Patterson, seconded by Commissioner Wisenbaker and carried unanimously, To Approve The Following Consent Agenda:

THE MINUTES FROM PREVIOUS MEETINGS

The Minutes of The **Regular** Meeting Held July 12, 2010, Commissioners' Courtroom Located At 118 Church St., Sulphur Springs, TX.

APPROVAL OF UTILITY EASEMENTS, BURIAL OF TELEPHONE CABLES AND CONSTRUCTION OF WATER DISTRIBUTION FACILITIES

A Request From North Hopkins Water Supply Corporation To Install A 1" Water Main Across County Road 3504 Located In Precinct 3. A Copy Is Attached Hereto And Made A Part Hereof. (Ex.1)

CITIZENS COMMENTS

NO ACTION TAKEN

OTHER COUNTY BUSINESS**TAX ABATEMENT POLICY**

Upon motion by Commissioner Bullock, seconded by Commissioner Patterson and carried unanimously, To Approve A Tax Abatement Policy. A Copy Is Attached Hereto And Made A Part Hereof. (Ex.2)

APPROVE THE CLOSURE, ABANDONMENT AND RELOCATION OF A SECTION OF COUNTY ROAD NO. 2309 AND TO CONSIDER AND POSSIBLY APPROVE THE CONSTRUCTION AND ACCEPTANCE OF A RELOCATION OF COUNTY ROAD 2309

Upon motion by Commissioner Bullock, seconded by Commissioner Wisenbaker and carried unanimously, To Approve The Closure, Abandonment And Relocation Of A Section Of County Road No. 2309 And To Approve The Construction And Acceptance Of A Relocation Of County Road 2309. A Copy Is Attached Hereto And Made A Part Hereof. (Ex.3)

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ORDER

THE STATE OF TEXAS *
COUNTY OF HOPKINS *

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Regular Session on July 26, 2010, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the request of Luminant Mining Company LLC to close, abandon and relocate a portion of a certain county road located in Hopkins County, Texas, said work being more particularly described as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2309 and beginning at its intersection with Farm Road 1870 and proceeding southward and then westward for approximately 0.6 miles. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2309, Luminant shall, at its expense, construct a relocation of this road to the west of the current road alignment, which will be approximately 0.75 miles in length as shown by the black triple line on the map attached hereto as Attachment 1. The relocated section of the road will be constructed according to the attached typical cross section attached hereto as Attachment 2.

After consideration of said request and hearing remarks from Luminant and interested citizens from within the county, upon motion duly made by Commissioner Pullock and seconded by Commissioner Wren Baker, the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:

IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:

That the following described portion of Hopkins County Road No. 2309 shall be closed, abandoned and relocated as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2309 and beginning at its intersection with Farm Road 1870 and proceeding southward and then westward for approximately 0.6 miles. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2309, Luminant shall, at its expense, construct a relocation of this

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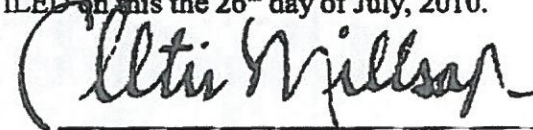
145

road to the west of the current road alignment, which will be approximately 0.75 miles in length as shown by the black triple line on the map attached hereto as Attachment 1. The relocated section of the road will be constructed according to the attached typical cross section attached hereto as Attachment 2.

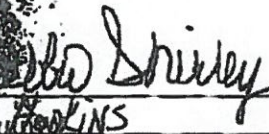
IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT that the interests of the public and affected landowners have been protected.

Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 26th day of July, 2010.

SIGNED, ENTERED and ORDERED FILED on this the 26th day of July, 2010.

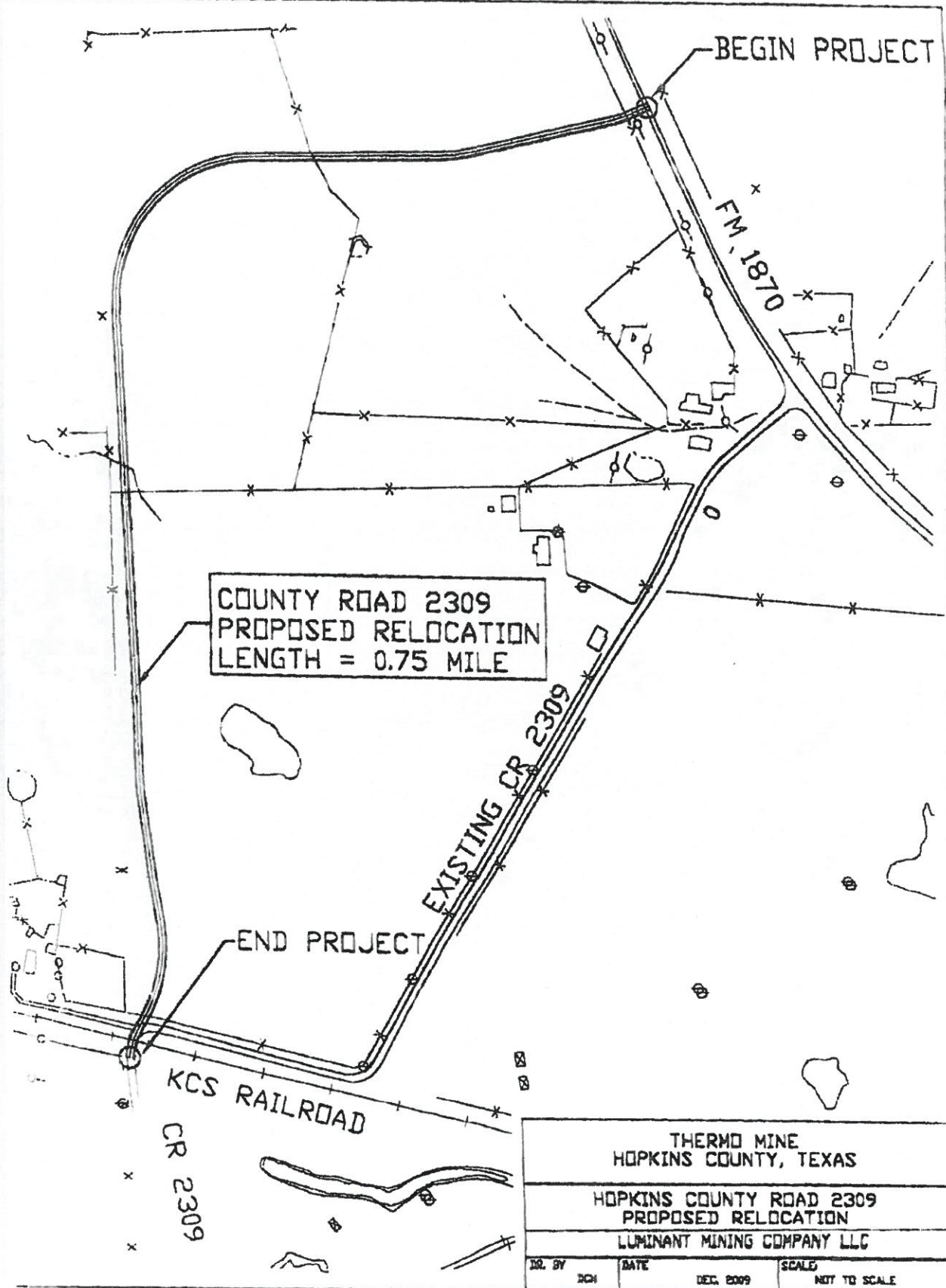


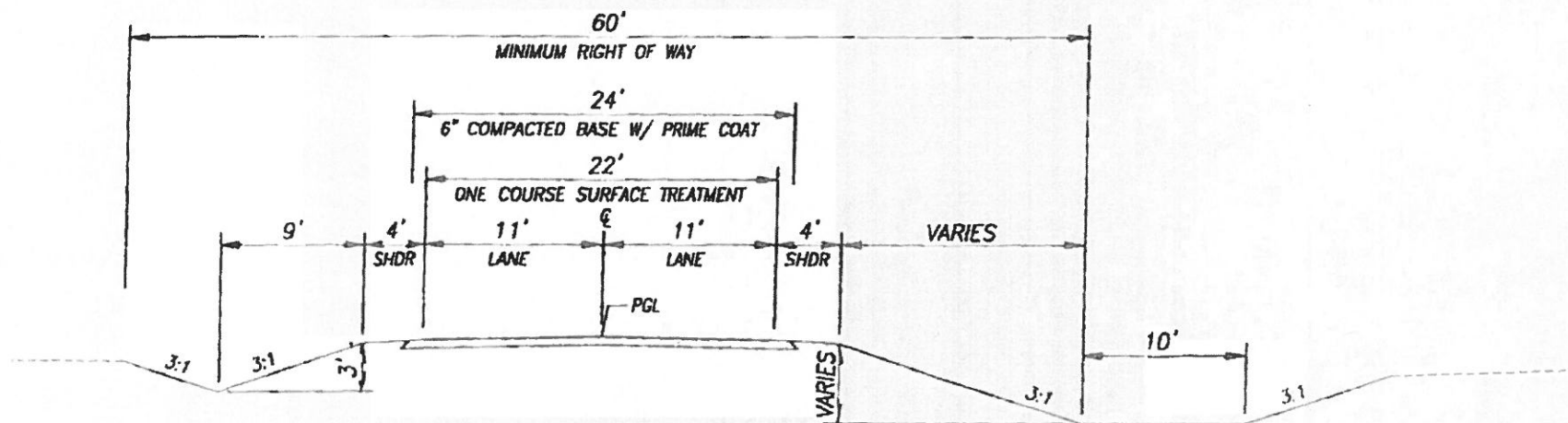
Cletis Millsap, County Judge



, County Clerk

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CR 2309 - TYPICAL SECTION
N. T. S.

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07-19-10 A10:32 IN

**NOTICE OF REQUEST TO
CLOSE, ABANDON AND RELOCATE
A COUNTY ROAD IN HOPKINS COUNTY, TEXAS**

Notice is hereby given that Luminant Mining Company LLC has requested the Commissioners' Court of Hopkins County, Texas, to close, abandon and relocate a segment of County Road No. 2309. This request will be heard by the Commissioners' Court of Hopkins County, Texas, in a regular session on the 26th day of July, 2010, at 10:00 o'clock a.m., in the Commissioners' Courtroom located in the Hopkins County Courthouse. A copy of such request is on file in the Office of the County Clerk of Hopkins County, Texas, and may be inspected by any interested person. As a result of closing, abandoning and relocating said segment of said county road, no person will be left without access to their residence or lands.

Notice given this 29th day of June, 2010.

Luminant Mining Company LLC

By: Kerry Wootten
Kerry Wootten, Attorney

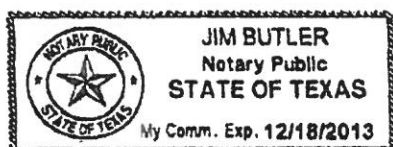
RUSSELL & WOOTTEN, P.C.
P. O. Box 1135
Mt. Pleasant, Texas 75456-1135
Phone: (903) 572-3653
FAX: (903) 572-7442

STATE OF TEXAS *
COUNTY OF HOPKINS *

BEFORE ME, the undersigned authority, on this day personally appeared Scott Keys, Publisher of the Sulphur Springs News Telegram, a newspaper of general circulation in Hopkins County, Texas, who, being by me duly sworn upon oath, says that the foregoing notice was published in said newspaper, bearing the date of July 4, 2010.

Scott Keys, Publisher

SUBSCRIBED AND SWORN TO BEFORE ME on the 12 day of July, 2010, to certify which witness my hand and official seal.



Jim Butler
NOTARY PUBLIC, STATE OF TEXAS

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NOTICE OF REQUEST TO
CLOSE, ABANDON AND RELOCATE
A COUNTY ROAD IN HOPKINS COUNTY, TEXAS

Notice is hereby given that Luminant Mining Company LLC has requested the Commissioners' Court of Hopkins County, Texas, to close, abandon and relocate a segment of County Road No. 2309. This request will be heard by the Commissioners' Court of Hopkins County, Texas, in a regular session on the 26th day of July, 2010, at 10:00 o'clock a.m., in the Commissioners' Courtroom located in the Hopkins County Courthouse. A copy of such request is on file in the Office of the County Clerk of Hopkins County, Texas, and may be inspected by any interested person. As a result of closing, abandoning and relocating said segment of said county road, no person will be left without access to their residence or lands.

Notice given this 29th day of June, 2010.

Luminant Mining Company LLC

By: Kerry Wooten

Kerry Wooten, Attorney

RUSSELL & WOOTTEN, P.C.

P. O. Box 1135

Mt. Pleasant, Texas 75456-1135

Phone: (903) 572-3653

FAX: (903) 572-7442

CERTIFICATE

I hereby certify that two (2) true and correct copies of the above and foregoing Notice were posted in the vicinity of County Road No. 2309 in Hopkins County, Texas, which is sought to be closed, abandoned and relocated, as set forth in the Request which is on file in the Office of the County Clerk of Hopkins County, Texas, on this the 1st day of July, 2010.

Darryl Blum

RUSSELL & WOOTTEN, P.C.

ATTORNEYS AT LAW
P.O. BOX 1135
204 W. SEVENTH STREET
MT. PLEASANT, TEXAS 75456-1135

013

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KERRY WOOTTEN

June 29, 2010

TELEPHONE
(903) 572-3853
FAX
(903) 572-7442

The Hon. Cletis Millsap
County Judge of Hopkins County
118 Church Street
Sulphur Springs, TX 75482

RE: Request by Luminant Mining Company, LLC

Dear Judge Millsap:

On behalf of my client, Luminant Mining Company LLC, I am requesting that the attached matter pertaining to the request by Luminant to close, abandon and relocate a county road be placed on the agenda for the meeting of the Commissioners' Court to be held on July 26, 2010. I believe the information contained in the request is self-explanatory, but, in the event you should have any questions, please feel free to contact me.

I appreciate your assistance in this matter.

Very truly yours,


Kerry Wootten

KW/jmc

cc Doug Blevins
Luminant Mining Company, LLC

RUSSELL & WOOTTEN, P.C.

ATTORNEYS AT LAW

P.O. BOX 1135

204 W. SEVENTH STREET

MT. PLEASANT, TEXAS 75456-1135

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KERRY WOOTTEN

TELEPHONE

(803) 572-3652

FAX

(903) 572-7442

June 29, 2010

TO: County Judge and Commissioners' Court of Hopkins County, Texas

RE: Request to close, abandon and relocate a county road located in Hopkins County, Texas

Gentlemen:

Luminant Mining Company, LLC ("Luminant") would show that it has coal and lignite leases in Hopkins County, Texas. In order to conduct mining operations on this property, it will be necessary to close, abandon, vacate and relocate a certain section of a public road in Hopkins County. Pursuant to authority vested in the Commissioners' Court under Texas Local Government Code, Sec. 81.028(2) and Texas Transportation Code, Sec. 251.051, Luminant respectfully requests the Commissioners' Court of Hopkins County, Texas, to allow the following:

- (1) Luminant requests the closure, abandonment and relocation of a portion of County Road No. 2309 in Hopkins County, beginning at its intersection with Farm Road 1870 proceeding southward and then westward for approximately 0.6 miles. Said proposed road closure being highlighted on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2309, Luminant shall, at its expense, construct a relocation of this road to the west of the current road alignment, which will be approximately 0.75 miles in length as shown by the black triple line on the map attached hereto as Attachment 1. The relocated section of the road will be constructed according to the attached typical cross section attached hereto as Attachment 2.

Luminant requests that the Commissioners' Court of Hopkins County, Texas, adopt and enter an order which closes, abandons and relocates the County Road identified in Item (1) above; and (2) approves the construction of the relocation of County Road No. 2309.

In the event there are individuals living on lands in the vicinity of the roads for which closure, abandonment and relocation is being requested, no such resident or landowner will be denied access to their property.

Luminant would also show that the interests of the public and affected landowners will be protected at all times by the closing of this road.

Thank you very much for your consideration in this matter.

Respectfully submitted,

Luminant Mining Company, LLC

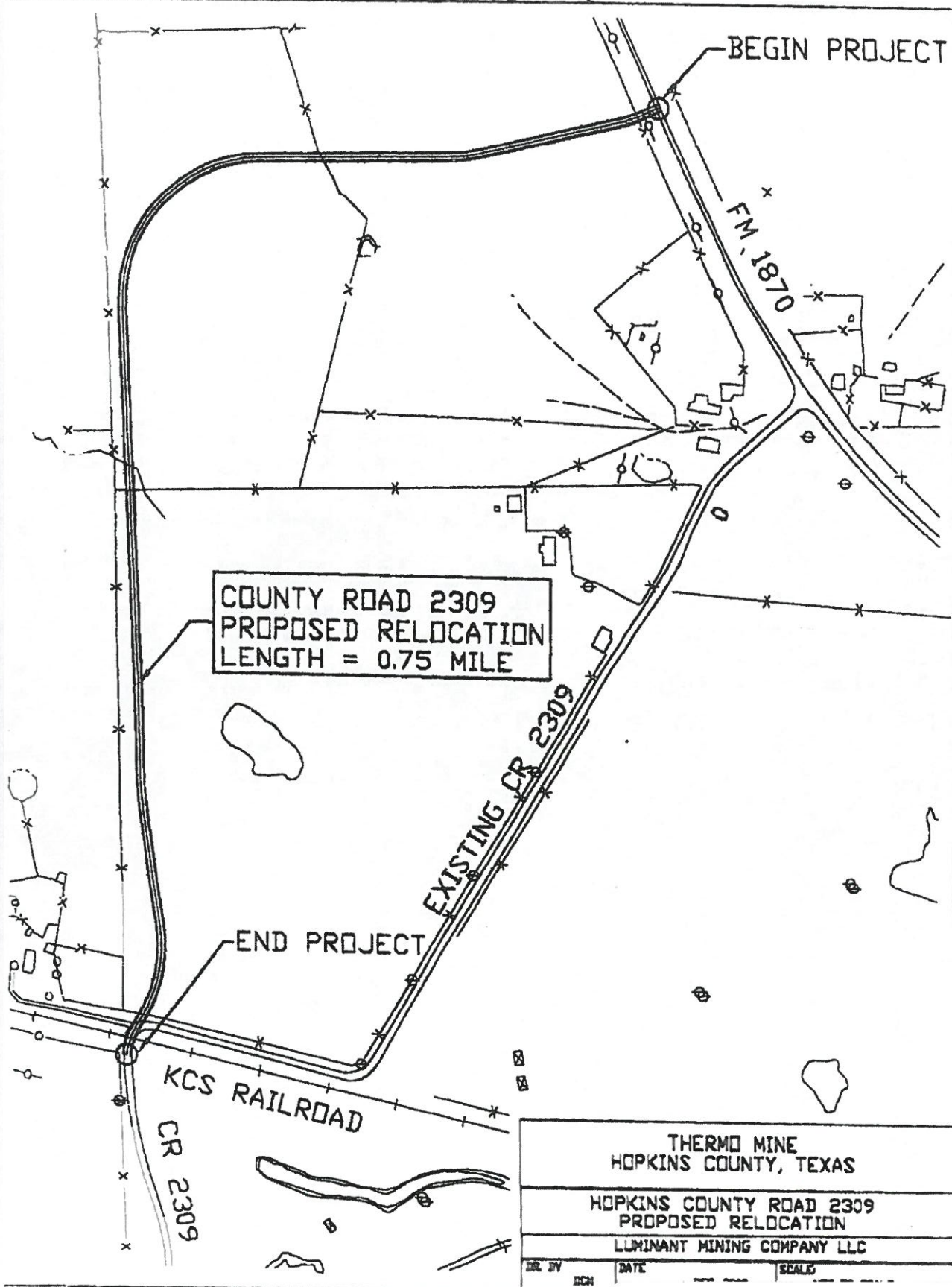
By: Kerry Wootten
Kerry Wootten, Attorney

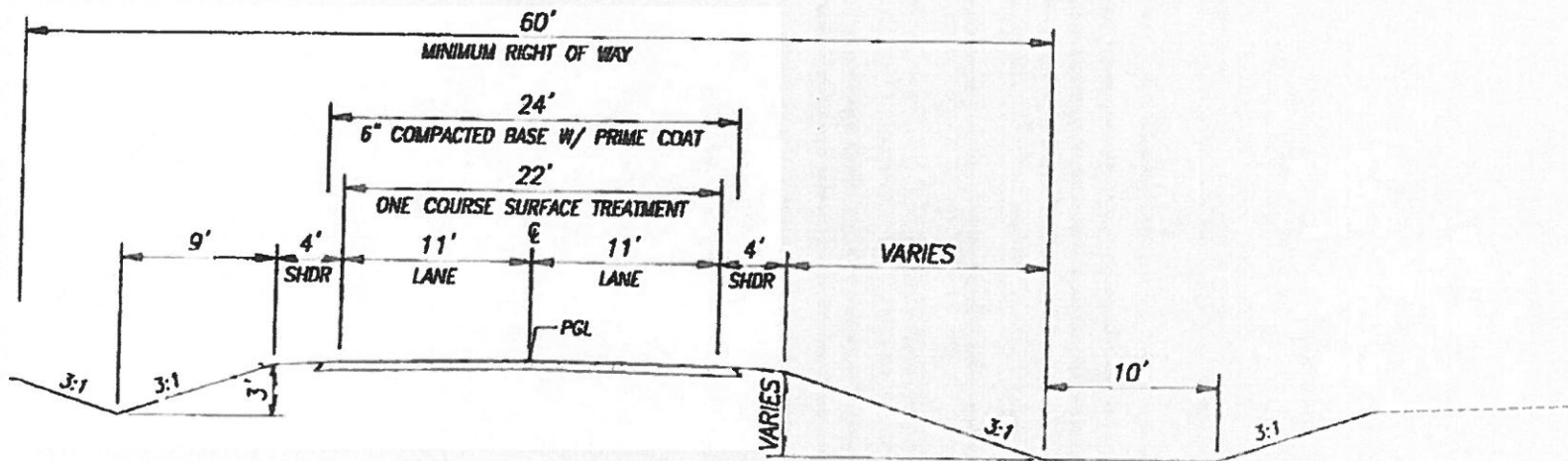
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Mt. Pleasant, Texas 75456-1135
Telephone: (903) 572-3653
FAX: (903) 572-7442

State Bar Card No. 21993600

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CR 2309 - TYPICAL SECTION
H. T. S.

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ACE GROUP of Alcoholics anonymous begins at 7 p.m. Sunday at First Presbyterian Church, College St. Call 903-243-4377 for formation.

IN LANGUAGE interpretation of worship services, 11 a.m. Sundays at First Baptist Church. 903-885-0646.

MIDDLE-AGE to senior interested in fellowship and study are invited to the Bible Sunday School Class at Baptist Church at 9:45 a.m. Class is broadcast at 9:45 a.m. on KSST radio.

ALCOHOLICS ANONY- Mous New Life Group meets at 468 Shannon Road, Suite 11B, located behind China House. No smoking. Call 903-348-5865 or 903-885-6184.

Monday, July 5
HOPKINS COUNTY Beautification Committee meets first Monday of the month in Hopkins County Courthouse except in months in which holiday on the first Monday. Meetings in those months held on the 2nd Monday. Anyone interested in joining a member or with contribution, contact Wyvonne at 903-439-4997.
MEETS the first Mon-

independence Day holiday. The meeting will be moved to noon on July 12 in the Edward Jones Building, 1331 South Broadway St.

CHRISTIAN INITIATION Sessions are held Mondays at 6:30 p.m. at St. James Catholic Church, 297 Texas St. All are invited to "come and increase your knowledge about God and the Catholic Church." For more information, call Diane Ames at 903-648-2345.

PRAYER ON the Square, a community-wide praise, worship and prayer service, will be hosted each Monday at 6 p.m. on the downtown square. There will be singing and music. All are invited to join in the weekly prayer and praise fellowship. Prayers will be offered for city, county, state and federal officials, as well as the military, schools, businesses and all others. For information, contact Larry Friday Sr. at 903-243-6863.

CANHELP WELCOMES the donation of recycled cell phones and cell phone batteries at the CANHelp Community Resource Center, 613 Gilmer St., on Mondays and Wednesdays from 10 a.m. to 3 p.m. Donations can be made at other times if necessary. Call 903-885-9797 for more information.

FOLLOW ME! **TUTORING/Mentoring** Program at Lord's Way Church, 806 Freeman St., will be offered from 6:30 p.m. to 8 p.m. Mondays, Tuesdays

at 8 p.m. at 468 Shannon Road, Suite 11B, behind China House. Call Mickelle 903-348-5865 and Kerry 903-885-6184.

GRATITUDE ALANON Group meets Monday nights at 8 p.m. at the Presbyterian Church, 302 South Chestnut St., in Willsboro. Call 903-342-3011.

HOPKINS COUNTY Amateur Radio Club (HCARC)'S Public information net is every Monday at 7 p.m. on frequency 146.68. Everyone invited. For more information, call 903-885-8460 or visit www.k5sst.org.

"KNITTING, CROCHETING and Tatting" are taught every Monday at 1 p.m. by Betty Landes at the Senior Citizens Center (150 MLK Jr. Drive). Also **BOARD GAMES** are also held Mondays at noon.

"RECOVERY: YOU Are Not Alone!", a Christian-based support group for addictions, depression, anger, grief, divorce, fear and other issues of life meets from 7 p.m. to 9 p.m. Mondays at Family Life Church, 1400 East Loop 301. Dinner will be served at 6:30 p.m. Contact: 903-439-2016.

BIBLE DISCIPLE Bible study will be held at Como Methodist Church Mondays at 7 p.m. Call 903-488-3541.

TEEN GROUP meets at 6 p.m. at Franklin National Bank in Willsboro, corner of Main and Broadway streets. Call 903-342-8941.

below. Plans for the above are available from TxDOT's website www.txdot.gov and from companies at the expense of the contractor.

1314
Construction Division, 200
Dr. Austin, Texas 78704,
4-6-2540.

Office(s): Paris District, District
365 N. Main St., Paris, Texas
Phone: 903-737-8300.

Minimum wage rates are set out in
contracts and the rates will be
contract. TxDOT ensures that
not be discriminated against on
of race, color, sex or national

INVITATION TO BID

of Sulphur Springs is accepting
bids for its employee health
benefit program. The City of
Sulphur Springs health insurance program
is self-funded. Proposals will be
for a combination package of
specific stop loss and aggregate
coverages. The City will use its
administrator, Blue Cross/Blue
Shield of Texas for its plan.
New contract year will be from
12/1/2011. Price must stay firm
contract period. Please bid on
as well as 24/7 or paid basis.
Specific stop loss coverage is set
at alternatives of \$50,000 &
bid. Alternative specific stop
loss proposed will be considered.
The City of Sulphur Springs will not consider a full
bid. Proposal packets can be

obtained at the City of Sulphur Springs
Municipal Building, 125 South Davis,
Sulphur Springs, Texas. Office of the City
Secretary. Proposals must be submitted in
the format of the proposal sheet. Sealed
proposals are due on or before 11:00 a.m.
on Wednesday, July 26, 2010 at the Sulphur
Springs Municipal Building, Office of the
City Secretary. Please read all general
information and specifications. The City will
only consider direct reinsurance contracts,
not managing general underwriters
contracts. Stop loss carrier must at the
time of the submitted proposal: 1) Assume
100% of the risk of its proposal, 2)
Guarantee a renewal, 3) Guarantee no
lossing at renewal, unless it is in the City's
interest to do so. To be considered,
reinsurance firms must carry an A rating
with A.M. Best. The City reserves the right
to consider only those proposals which are
responsive to terms, conditions and
specifications of the invitation to bid.

NOTICE OF REQUEST TO CLOSE AND ABANDON A COUNTY ROAD IN HOPKINS COUNTY

Notice is hereby given that Luminant
Mining Company LLC has requested the
Commissioners' Court of Hopkins County,
Texas, to close and abandon a segment of
County Road No. 2308. This request will be
heard by the Commissioners' Court of
Hopkins County, Texas, in a regular session
on the 28th day of July, 2010, at 10:00
o'clock a.m., in the Commissioners' Courtroom
located in the Hopkins County Courthouse.
A copy of such request is on file in the Office of the County Clerk of
Hopkins County, Texas, and may be
inspected by any interested person. As a
result of closing and abandoning said

segment of said county road, no person will
be left without access to their residence or
lands.

Notice given this 28th day of June, 2010.
Luminant Mining Company LLC
by: Kerry Wooten, Attorney
RUSSELL & WOOTTEN, P.C.
P.O. Box 1136
Mt. Pleasant, Texas 75456-1136
Phone: (803) 572-3663
Fax: (803) 572-7442

NOTICE OF REQUEST TO CLOSE, ABANDON AND RELOCATE A COUNTY ROAD IN HOPKINS COUNTY

Notice is hereby given that Luminant
Mining Company LLC has requested the
Commissioners' Court of Hopkins County,
Texas, to close, abandon and relocate a
segment of County Road No. 2308. This
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of Hopkins County, Texas, in a regular
session on the 28th day of July, 2010, at
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A copy of such request is on file in the Office of the County Clerk of
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Notice given this 28th day of June, 2010.
Luminant Mining Company LLC
by: Kerry Wooten, Attorney
RUSSELL & WOOTTEN, P.C.
P.O. Box 1136
Mt. Pleasant, Texas 75456-1136
Phone: (803) 572-3663
Fax: (803) 572-7442

**ORDER GRANTING REQUEST BY LUMINANT MINING COMPANY LLC
TO TEMPORARILY CLOSE A PORTION OF HOPKINS COUNTY ROAD NO. 2309
ALL OF WHICH IS SHOWN AND DESCRIBED ON
EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

BE IT REMEMBERED, that the Commissioners Court of Hopkins County, Texas, met in Regular Session on the 27 day of March, 2017, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit. The following were present:

/ Robert Newsom, County Judge of Hopkins County, Texas
/ Mickey Barker, Commissioner of Precinct No. 1, Hopkins County, Texas
/ Mike Odell, Commissioner of Precinct No. 2, Hopkins County, Texas
/ Wade Bartley, Commissioner of Precinct No. 3, Hopkins County, Texas
/ Danny Evans, Commissioner of Precinct No. 4, Hopkins County, Texas

Pursuant to published agenda of said meeting, Commissioner Mike Odell

offered the following resolution and moved its adoption, which was seconded by Commissioner

Danny Evans to wit:

WHEREAS, LUMINANT MINING COMPANY LLC has ceased mining operations and closed its mine that is located in the vicinity of Hopkins County Road No. 2309 ("Thermo Mine"). The closing of this portion of Hopkins County Road No. 2309 will protect Luminant Mining Company's Thermo Mine and other property, and will support all activities related to reclamation; and

WHEREAS, the temporary closure will be for a period of approximately 3 years or until the Hopkins County Road 2309 relocation is completed; and

WHEREAS, LUMINANT MINING COMPANY LLC is willing to, at its sole cost and expense, temporarily close Hopkins County Road 2309, at the location as shown on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the portion of Hopkins County Road No. 2309 that is to be temporarily closed has no through-traffic and dead-ends at the Thermo Mine; and

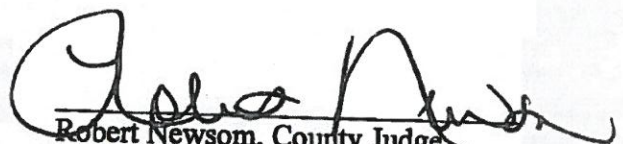
WHEREAS, LUMINANT MINING COMPANY LLC owns all of the land adjacent to the portion of Hopkins County Road No. 2309, that is to be temporarily closed; and

WHEREAS, the Hopkins County Commissioners Court has determined that there is no need for public notice, other than that which has been given in due and proper form and we also find that the interests of the public and affected landowners have been protected as it relates to the temporary closure of Hopkins County Road No. 2309.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Hopkins County, Texas, that they are in agreement with the proposed temporary closure of Hopkins County Road No. 2309, and have no objections to the temporary closure of Hopkins County Road No. 2309, as shown on Exhibit "A".

Upon vote, all voted "Aye" and none voted "No", and the County Judge declared the Resolution duly adopted.

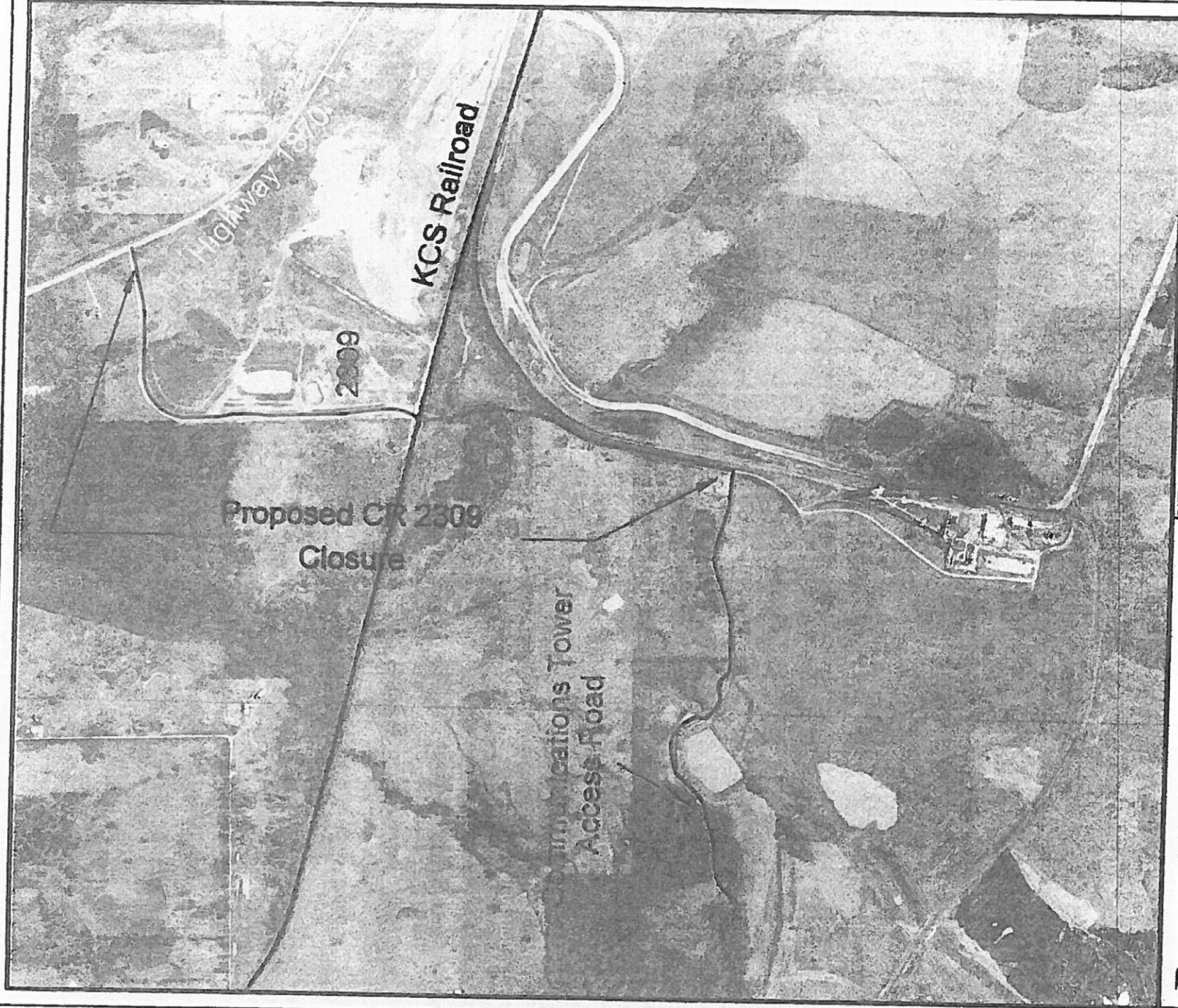
The above and foregoing is true and correct.


Robert Newsom, County Judge
Hopkins County, Texas

I, Debbie Shirley, County Clerk of Hopkins County, Texas, and ex officio clerk of the Commissioners Court of Hopkins County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the Commissioners Court of Hopkins County, Texas, at a regular session of said Court, held and conducted on the 27th day of March, 2017, as the same appears in the minutes thereof, and that said Resolution has not been amended, revoked, or rescinded.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of March, 2017.


Debbie Shirley, Hopkins County Clerk



Prop. CR 2309 Closure

DATE 03/14/2017
DWG BY abl

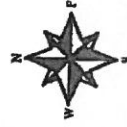
Thermo Mine

Monticello Mine Closure

CONFIDENTIAL
INTERNAL USE
ONLY



Luminant
ENERGY



SCALE

1200 600 0 1200 2400

TEMPORARY PRIVATE ROAD CROSSING AGREEMENT

THE KANSAS CITY SOUTHERN RAILWAY COMPANY ("KCS"), a Missouri corporation, and **LUMINANT MINING COMPANY LLC**, a Texas Limited Liability Company, to be addressed at P.O. Box 1636, Mount Pleasant, Texas 75456 ("USER") agree this 17th day of May, 2011, as follows:

RECITALS

- A. KCS is a Missouri corporation operating as a railroad in interstate commerce;
- B. USER is a company desiring access to property located adjacent to KCS's right-of-way near Sulphur Springs (Hopkins County), Texas, for purposes of a temporary road crossing for temporary access for heavy equipment to haul coal from USER's mining area and perform other mining-related activities, which activities are sometimes hereinafter referred to as "Use"; and
- C. USER, for its convenience and not as a matter of right or necessity, seeks permission to cross KCS's right-of-way and tracks near Sulphur Springs (Hopkins County), Texas (Greenville Subdivision), near KCS Mile Post 136.1 for a private road crossing ("Private Road Crossing"), said Private Road Crossing sometimes hereinafter referred to as the "Crossing", as shown on Drawing No. 09-571, dated 03-4-2011 and approved 05-16-2011, a copy of which marked as Exhibit "A" is attached and incorporated into this Agreement herein by reference; and
- D. KCS is willing to grant USER a revocable license to cross KCS's right-of-way and tracks at the Crossing under the terms and conditions of this Agreement.

Section 1. GRANT

KCS hereby grants USER the right to maintain, access and use the Crossing in accordance with the terms and conditions of this Agreement. The use granted herein shall be for private use access by USER and shall not be allowed by USER to become a crossing open for public use.

Section 2. COST AND PAYMENT

2.1 Regardless of who supplies the materials or performs the work, USER shall be responsible for all costs, expenses, fees, fines and taxes arising out of the construction, operation, use, removal and maintenance of the Crossing.

2.2 The preliminary budget estimate ("Estimate") for the Crossing, a copy of which is marked as Exhibit "B," is attached and incorporated into this Agreement herein by reference. KCS's design for the Crossing as set forth in the Estimate is described below:

Forty-eight foot (48') full depth timber surface installed, signs, vegetation clearing, and removing of surface and signs, including new control bungalow with train detection equipment, two (2) flashing lights with gate arms, two (2) stop signs with blinking LED's, video surveillance system, remote train detection system at the TUGCO power switch located west of the proposed crossing, and gated private gravel road for KCS access only from CR2309.

2.3 USER shall, at the time of execution of this Agreement, pay to KCS the estimated project cost set forth in the Estimate ("Estimated Project Cost") of \$671,686.00. Should KCS complete

construction for less than the Estimated Project Cost, KCS shall refund the difference to USER within ninety (90) days of completion of the Crossing. USER acknowledges that the Estimate is based on current prices as of the date shown on the Estimate, and that delay in proceeding with the Project could alter estimated costs. Should KCS determine in good faith that the actual cost to install the Crossing will exceed the Estimated Project Cost by more than ten percent (10%); KCS shall promptly notify USER of such determination in writing. USER shall have the right to terminate this Agreement by notifying KCS of its decision to terminate within three (3) days of USER'S receipt of KCS' notice. If USER terminates the Agreement as authorized by the immediately-preceding sentence, KCS shall immediately discontinue the work called for by the Agreement, doing only such further work as is necessary to repair any damage to KCS' track or right of way caused by work under the Agreement. Within ninety (90) days of USER'S notice to terminate the Agreement, KCS shall complete a final accounting of the amounts expended to perform work called for prior to USER'S termination of the Agreement (including all work described in the immediately-preceding sentence), and will provide a copy of that accounting to USER and will remit to USER the difference (if any) between the amount shown in that accounting and the Estimated Project Cost. If USER does not so terminate this Agreement, KCS shall submit a written invoice to USER documenting KCS's additional costs and USER agrees to pay such additional costs. If USER terminates this Agreement either pursuant to this Section 2.3 or for USER'S failure to obtain permits as provided in Section 3.1 and KCS has ordered material that is not used for the Crossing, KCS shall, at its option, either (i) credit the actual value of all such materials to the amount to be remitted to USER or (ii) deliver the material to a mutually agreeable location.

2.4 KCS shall invoice USER monthly for the maintenance expense KCS incurs to maintain the Crossing and provide reasonable supporting documentation. USER shall remit said maintenance expense within thirty (30) days of receipt of KCS's invoice.

2.5 KCS shall contact USER prior to incurring any expenses for upgrades, enlargements, renewals, or improvements to the Crossing so that USER may determine whether to terminate the Agreement. If USER does not elect to terminate the Agreement, USER shall be responsible for the reasonable expenses for the upgrades, enlargements, renewals, or improvements to the Crossing. KCS shall invoice USER for such reasonable expenses upon completion of such upgrades, enlargements, renewals, or improvements to the Crossing and shall provide reasonable supporting documentation. USER shall remit said invoiced expenses within thirty (30) days of receipt of KCS's invoice.

2.6 Upon termination of this Agreement, KCS shall invoice USER for the Crossing removal expense as provided below and provide reasonable documentation to USER. USER shall remit said removal expense within thirty (30) days of receipt of KCS's invoice.

Section 3. KCS WORK

3.1 KCS shall install and maintain a forty-eight foot (48') wide at-grade full depth timber Private Road Crossing between the rails and to the end of the ties, and install and maintain on the right-of-way signs providing warning of the existence of the Crossing and of the need to stop, look and listen prior to entering the Crossing. KCS acknowledges that USER must acquire certain permits prior to commencement of activities on USER's property and that KCS shall coordinate its Crossing construction activities with USER's project manager at 903-439-1414. USER acknowledges that, in order to avoid delay in construction of the Crossing once USER obtains the required permits, KCS will place orders for materials for the installation of the Crossing (including signal materials) upon execution of this Agreement, and that USER will be responsible for the cost (including delivery to site) of the materials even if USER fails to obtain the required permits.

3.2 KCS will install and maintain gates with supplemental warning lights as indicated on the Estimate.

3.3 KCS will cut and maintain vegetation in all four (4) quadrants to the edge of KCS' right of way to KCS standard, maintain the crossing surface from end-of-tie to end-of-tie, and maintain crossing warning devices. KCS will coordinate its vegetation maintenance activities with USER to ensure minimal disruption of USER'S use of the Crossing by providing five (5) days advance notice to USER at 903-439-1414. KCS will, to the extent practicable, advise USER in advance at 903-439-1414, of planned signal maintenance activities, but USER acknowledges that signal maintenance activities can occur twenty-four hours per day virtually every day of the year, and that even scheduled maintenance is subject to last minute alteration due to unplanned signal maintainer needs at other locations. KCS will coordinate with USER any activities which result in blocking the roadway to test the gate mechanisms or which involve temporary deactivation of signal equipment.

3.4 KCS shall, following the termination of this Agreement, remove the Crossing surface between the rails and to the ends of the ties and remove the crossing warning signs from the right-of-way within ninety (90) days of termination. KCS will not be required to remove underground cables connecting to above-ground equipment. KCS may elect to either (i) retain all or some of the materials removed from the Crossing or (ii) place the removed materials at a USER-designated point on USER's property adjacent to KCS' right-of-way for final removal by USER. If KCS elects to retain some or all of the materials removed from the Crossing, KCS shall pay USER fifty percent (50%) of the cost of those materials as estimated on the attached Estimate.

3.5 Upon opening of the Crossing, KCS shall remove the crossing surface between the rails and out to the end of tie at the currently-existing private crossing located at approximately milepost 135.94. USER and KCSR agree that any existing private crossing agreement for the currently-existing private crossing located at approximately milepost 135.94 shall be terminated thereby.

3.6 During the KCS Work as specified in this Section 3, KCS shall provide protective services (flagging) to safeguard the railroad operations and property.

Section 4. USER WORK

4.1 USER shall design, construct and maintain the road and approaches for the Crossing, including grading, and install all structures and facilities necessary to maintain the existing drainage, including installation of drainage pipe to maintain adequate flow at the KCS ditch line. All approach surfaces shall be constructed and maintained of a material that will not wash off or clog the ditch lines, and which will provide adequate traction over the entire right-of-way. The road, approaches and drainage facilities must be constructed in such a manner as to avoid any damage to KCS's embankment, roadbed, signal systems and tracks. The road approaching on each side of the track will, to the greatest extent possible, be built to the same width as the Crossing and at a 90° angle to the tracks. Each approach must be constructed and maintained to force water away from track but allowing no more than three inches (3") of downward change in elevation within the first thirty feet (30') from the nearest rail within the Crossing surface.

4.2 Prior to any construction, maintenance or approach removal activities on KCS's right-of-way, USER shall, unless otherwise agreed to in writing by KCS and at KCS's sole discretion, provide five (5) days advance notice to KCS at 816-983-1892.

4.3 USER shall remove all trees, vegetation, buildings and other improvements from USER'S property within 100 feet of the track to a distance of 1320 feet along the track in each direction

from the roadway on each side of the track that may interfere with the ability of persons using the Crossing to see approaching trains or the crew of the train from being able to see approaching vehicles. **KCS ACKNOWLEDGES THAT USER HAS ADVISED KCS THAT USER'S PROPERTY ONLY EXTENDS FOR 700 FEET FROM THE CROSSING ALONG KCS' RIGHT OF WAY IN THE NORTHEAST QUADRANT.**

4.4 USER shall regularly inspect the Crossing to ensure that the Crossing surface and approaches are in a safe condition, that all warning signs both on and off of the right-of-way are in place and legible, and that the line -of -sight has not been obstructed. USER shall immediately notify KCS in writing if USER'S inspection discloses any unsafe condition.

4.5 Upon the termination of this Agreement, USER shall remove the roadway and approaches to the Crossing and return all portions of the right-of-way occupied by the approaches to their natural contour, but USER shall leave in place any drainage structures and other improvements necessary to continue adequate drainage of the right-of-way or necessary to protect the embankment.

4.6 Before USER begins activities specified in the Section 4.2, USER shall comply with all "one-call" requirements for obtaining identification and location of all utility installations within the area where USER's activities will be performed.

4.7 Upon opening of the Crossing, USER shall permanently barricade (at least 25 feet from the nearest rail) and remove the approaches to the currently-existing private crossing located at approximately milepost 135.94 to the extent approaches are on USER's or KCS's property.

Section 5. USE

5.1 USER and its employees and invitees may only use the Crossing when it is safe to do so, and then only for the purpose of providing ingress and egress for the USER, the USER'S employees, and other invitees of the USER. USER shall, and shall instruct its employees and invitees, to stop at posted locations, look in both directions and listen before proceeding across the Crossing. USER and its employees and invitees should only proceed across the Crossing if it is safe to do so. USER shall not permit the use of the Crossing at any time when USER has knowledge that the Crossing is unsafe for any reason. Without limiting the foregoing, USER shall not use the Crossing or permit others to use the Crossing at any time when locomotives, cars or other rail mounted vehicles are occupying the Crossing or moving toward the Crossing and are visible from the Crossing or can be heard at the Crossing. USER shall not permit usage of the Crossing by the general public or any third party other than USER's employees or invitees without KCS' express prior written consent. USER will not start across crossing if red flashing lights at stop sign or the flashers/gates are flashing.

5.2 USER will not cross with, drag or tow or allow its employees or invitees to cross with, drag or tow any vehicle, object or equipment that could damage the rail or the crossing surface. No steel cleated or non-cleated wheel or track is permitted to come in contact with either rail in the crossing surface.

Section 6. FLAGGING

At any time other than during the performance of the KCS Work described in Section 3 hereof, flagging services provided by a KCS-qualified flagging contractor will be required whenever agents, employees or equipment of USER or any of its contractors or subcontractors shall be working at the Crossing within twenty-five feet (25') of the nearest rail for purposes other than simply crossing the track in accord with this Agreement.

Reference No. 09-571

Arrangements for flagging protection must be made directly by USER with a KCS-qualified flagging contractor. Current KCS-qualified flagging contractors include the following:

RPS – Railroad Protective Services

Dave Shaffer (904) 588-3433
drsshaffer@aol.com

Kyle Hawthorn (318) 218-1174
kbhawthorn@aol.com

Patsy Crisafi (904) 813-9905
pjcrisafi@aol.com

Railpros, Inc.

Jennifer Kazner (714) 734-8765, Ext. 116
jennifer.kazner@railpros.com

Johnny Johnson (949) 278-8637
johnny.johnson@railpros.com

USER should ordinarily provide at least one month's notice to the flagging contractor to have reasonable assurance of the availability of flagging services. USER may also obtain a current list of Railroad-qualified flagging contractors together with their address and telephone numbers for flagging purposes at the proposed site by written request, sent at least 30 (thirty) days in advance, by US mail or by e-mail addressed to:

Sri Honnur, P.E.
 Engineering Department
 Post Office Box 219335
 Kansas City, MO 64121-9335
SHonnur@KCSouthern.com

USER, its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve USER of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the area where construction is occurring.

KCS's designation of a company or individual as a "qualified" flagger or flagging provider only indicates KCS's willingness to allow said individual or entity to provide flagging services on KCS's property without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said flagger or flagging provider. All flaggers contracted for by USER shall be treated solely as independent contractors of USER, with no relationship to KCS, for all purposes hereunder. The actions or inactions of the flagger shall be construed for all purposes hereunder as the actions or inactions of USER.

Section 7. KCS USE

KCS reserves the right to use the Crossing and approaches and to grant to third parties the right to use the Crossing and approaches so long as such use does not unreasonably interfere with USER'S use and enjoyment of the Crossing. USER shall not be responsible or liable for such use of the Crossing by KCS and third parties admitted to the Crossing by KCS and KCS SHALL INDEMNIFY AND HOLD HARMLESS USER FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, FINES, LOSSES, DAMAGES, LIABILITIES AND EXPENSES(WHETHER ARISING OUT OF OR BASED UPON TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY) AND INCLUDING ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR LOSS OR DAMAGE OF PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED TO SUCH USE TO THE EXTENT OF AND IN PROPORTION TO KCS' OR SUCH THIRD PARTIES' SHARE OF NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. KCS reserves for itself, its grantees, users, lessees, successors and assigns

all of its rights and interest in the right-of-way, tracks and its other facilities, including, without limitation, the right to construct, reposition or expand its tracks, wires, pipelines, fiber optic lines, conduits, poles and other structures above, on and below the surface of the right-of-way. In the event that the Crossing, approaches or drainage facilities reasonably must be modified to accommodate a change in the existing KCS or KCS-permitted facilities on the right-of-way, KCS shall make the necessary changes to its facilities and the Crossing surface, and USER shall make any necessary changes to the approaches and drainage facilities.

Section 8. ASSUMPTION OF RISK

Use of the Crossing will expose USER and all other persons permitted by USER to use the Crossing to risk of property damage, injury and death. KCS and other rail carriers operate locomotives, cars and other equipment over the Crossing. USER assumes all risk of loss, damage and injury arising out of use of the Crossing by USER, USER'S employees, and other invitees and guests of USER.

Section 9. INDEMNITY

TO THE EXTENT OF AND IN PROPORTION TO USER'S AND USER'S EMPLOYEES', GUESTS' AND INVITEES' SHARE OF NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ONLY, USER SHALL INDEMNIFY AND HOLD HARMLESS KCS FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, FINES, LOSSES, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING OUT OF OR BASED UPON TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY) AND INCLUDING ATTORNEYS' FEES; FOR INJURY TO OR DEATH OF ANY PERSON OR LOSS OR DAMAGE OF PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED TO THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE CROSSING, APPROACHES, DRAINAGE STRUCTURES OR WARNING SIGNS. USER'S FOREGOING OBLIGATION SHALL ALSO EXTEND TO ALL OTHER RAILROAD COMPANIES OPERATING OVER THE TRACKS OF KCS AT THE CROSSING, AND THE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, PARENTS, SUCCESSORS AND ASSIGNS OF KCS AND ANY OTHER RAILROAD COMPANY ENTITLED TO THE PROTECTIONS OF THIS PARAGRAPH.

Section 10. INSURANCE

USER shall obtain and maintain in effect throughout the term of this Agreement a policy of comprehensive general liability insurance, including contractual liability coverage, covering the USER'S potential liability and duty of indemnification under this Agreement. USER shall cause KCS and its affiliated companies, each to be named as an additional insured under the policy. An insurance company authorized to do business in the state where the Crossing is located must issue such policy. The policy must provide minimum coverage of \$10,000,000.00 per occurrence and contain the following endorsement: Contractual Liability Railroads: ISO Form CG 24 17 10 01 (or substitute form providing equivalent coverage). USER'S policy shall contain a cancellation provision that meets Association for Cooperative Operations Research and Development's ("ACORD") standards and, to the extent allowed by the standards, provide for the notification of KCS at least thirty (30) days prior to termination or significant modification of the policy or of the policy limits. In the event the ACORD's standards do not allow for at least thirty (30) days notice prior to any cancellation or non-renewal, then USER will provide such notice to KCS. USER shall annually send to KCS a certificate of insurance evidencing the USER's full liability policy coverage limits, and at other times when proof of insurance is reasonably requested by

KCS. Providing the minimum coverage required will not, however, limit or relieve USER of its potential liability to KCS for damages or of its duty of Indemnity, which is absolute and unlimited.

Section 11. TERM

The initial term of this Agreement shall extend sixty (60) months from the date stated in the first paragraph of this Agreement. KCS may renew or extend the initial term of this Agreement beyond said sixty (60) month period in KCS's sole discretion. This Agreement shall be considered terminated upon the lapse, without renewal or extension, of the term of this Agreement, and may be terminated during the initial term or during any renewal or extension of the initial term of this Agreement by USER, with or without cause; by giving KCS thirty (30) days advance written notification of termination. In addition, KCS may terminate this Agreement during its initial term or during any renewal or extension thereof by providing USER with thirty (30) days advance written notification of termination at any time USER is in Default; provided, however, that should USER's Default be violation by USER or USER's employees, invitees or guests of any requirement of this Agreement which violation creates an immediate risk to the safety of the personnel or property of KCS, USER or any other person or entity, KCS may terminate this Agreement on two (2) days' written notice to USER. Should this Agreement terminate or be terminated for any reason whatsoever, the parties agree that such termination shall fully satisfy any and all rights of USER to the use and maintenance of the Crossing and that USER shall under no circumstance assert otherwise. **ALL RIGHTS OF INDEMNITY GRANTED KCS OR GRANTED TO USER UNDER THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR TEN (10) YEARS FOLLOWING THE EFFECTIVE DATE OF THE TERMINATION OF THIS AGREEMENT.**

Section 12. DEFAULT

USER shall strictly perform each term and condition of this Agreement. Should USER fail to perform as required by this Agreement, then USER must remedy its failure or default within the earlier of (a) ten (10) days written notice by KCS of the failure or default or (b) USER'S actual knowledge of the failure or default. USER'S failure or refusal to remedy the failure or default within ten (10) days, or such greater time as KCS may in its reasonable discretion allow (or substantially commence remedying a failure or default that reasonably will require more than ten (10) days to remedy), shall constitute a Default under this Agreement. The period provided herein for USER to remedy a Default does not authorize USER's continuance of any action or inaction which creates a risk to the safety of the personnel or property of KCS, USER or any other person or entity.

Section 13. CLOSURE

Upon termination of this Agreement, USER'S license to cross the tracks and right-of-way of KCS shall end. KCS may at any time thereafter remove the Crossing or any portion thereof within KCS's right-of-way, and USER shall not oppose KCS doing so.

Section 14. ENVIRONMENT

14.1 After the execution of this Agreement, but prior to the construction of the Crossing, USER shall have the right to inspect the Crossing for the presence of any hazardous wastes, substances or materials on the Crossing site. If any are found, USER may terminate this Agreement without further liability. USER shall not use, release or dispose of any hazardous wastes, substances or materials on or near KCS's right-of-way or on the Crossing. Except as set forth in the first two sentences of this Section 14.1, USER shall be solely responsible for removing any such wastes, substances and materials used, released or disposed of by USER and remedying any such damage caused by USER'S failure to comply with its obligations under this Section.

14.2 USER shall not use, release, or dispose of any hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the Crossing or elsewhere within KCS's right of way without the written consent of KCS.

14.3 USER shall not mutilate, damage, misuse, alter or permit waste in the Crossing or elsewhere within KCS's right of way. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to USER's use and occupancy thereof, USER, at its sole cost and expense, shall clean all property affected thereby, to the reasonable satisfaction of KCS and any governmental body having jurisdiction thereover.

14.4 USER shall comply with all ordinances, rules, regulations, requirements and laws whatsoever applicable to its use of the Crossing and other portions of KCS's right of way to which USER, its employees, invitees and guests are granted access under this Agreement, including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by KCS. **IF, AS A RESULT OF USER'S OPERATION OR USE OF THE CROSSING OR ANY OTHER PORTION OF KCS'S RIGHT OF WAY TO WHICH USER, ITS EMPLOYEES, INVITEES AND GUESTS ARE GRANTED ACCESS UNDER THIS AGREEMENT, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED BY USER, OR IF, AS A RESULT OF ANY ACTION BY USER, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE CROSSING OR ANY OTHER PORTION OF KCS'S RIGHT OF WAY TO WHICH USER, ITS EMPLOYEES, INVITEES AND GUESTS ARE GRANTED ACCESS UNDER THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), USER SHALL INDEMNIFY AND SAVE HARMLESS KCS FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE, AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY KCS, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

14.5 **FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, USER AGREES TO INDEMNIFY AND SAVE HARMLESS KCS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE, AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS TO THE EXTENT**

CAUSED BY USE OF THE AREA COVERED BY THIS AGREEMENT BY USER AND ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES.

14.6 KCS SHALL OBTAIN AN INSPECTION BY A QUALIFIED INDEPENDENT ENVIRONMENTAL PROFESSIONAL, WITHIN 90 DAYS FOLLOWING TERMINATION OF THIS AGREEMENT, OF THE PORTION OF KCS' RIGHT OF WAY TO WHICH USER, ITS EMPLOYEES, INVITEES AND GUESTS ARE GRANTED ACCESS UNDER THIS AGREEMENT TO PREPARE AN APPROPRIATE WRITTEN REPORT OF WHETHER THERE ARE HAZARDOUS WASTES, SUBSTANCES OR MATERIALS IN SUCH AREA THAT ARE THE RESPONSIBILITY OF USER. KCS AND USER SHALL SHARE EQUALLY THE COSTS OF SAID INSPECTION AND REPORT. IF THE REPORT STATES THAT THERE ARE NO HAZARDOUS WASTES, SUBSTANCES OR MATERIALS IN SUCH AREA THAT ARE THE RESPONSIBILITY OF USER, USER'S ENVIRONMENTAL INDEMNIFICATION RESPONSIBILITIES UNDER THIS AGREEMENT SHALL TERMINATE. KCS MAY, IF IT SO CHOOSES, WAIVE HAVING SUCH AN INSPECTION AND REPORT, IN WHICH CASE USER'S ENVIRONMENTAL INDEMNIFICATION RESPONSIBILITIES UNDER THIS AGREEMENT SHALL TERMINATE. IF HOWEVER, SAID REPORT CONCLUDES THAT THERE ARE HAZARDOUS WASTES, SUBSTANCES OR MATERIALS ON THE CROSSING AND SUCH HAZARDOUS WASTES, SUBSTANCES OR MATERIALS ARE USER'S RESPONSIBILITY HEREUNDER, USER'S RESPONSIBILITIES SHALL NOT TERMINATE UNTIL USER'S RESPONSIBILITIES AS SET FORTH ABOVE HAVE BEEN FULFILLED BY USER.

Section 15. LAWS

15.1 KCS and USER in their performance under this Agreement shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

15.2 This Agreement shall be governed by and construed in accordance with the laws of the State in which the Crossing is located.

15.3 Any action to interpret or enforce this Agreement must be brought in the Circuit Court of St. Louis County, Missouri or the Federal District Court for the Eastern District of Missouri or in the federal or state courts in Dallas County, Texas. The USER and KCS irrevocably submit themselves to the jurisdiction of these courts and agree not to raise any claim of lack of jurisdiction, lack of venue, or inconvenient forum.

Section 16. ASSIGNMENT

This Agreement may be freely assigned by KCS without the consent of USER so long as such successors have the obligation to fulfill KCS's obligations hereunder, and it shall automatically inure to the benefit of KCS's successors. USER may not assign or transfer this Agreement or transfer any of its rights under this Agreement to a third party without the prior written consent of KCS, which consent shall not be unreasonably withheld. USER may not permit the use of the Crossing by third persons other than employees or invitees of USER without the prior written consent of KCS. Any assignment or permit granted by USER in violation of this paragraph shall be void and of no effect.

Section 17. MISCELLANEOUS

17.1 The failure of either party to enforce any of its rights under this Agreement shall not be deemed to constitute a waiver of such party's right to enforce such provision in the future or the waiver of any other right such party may have.

17.2 Should any provision of this Agreement be determined by a court of competent jurisdiction to be unenforceable, that portion of the Agreement shall be deemed to be severed from the Agreement and the remainder of the Agreement shall survive.

17.3 In the event of an emergency condition or situation at the Crossing requiring immediate attention, repair, or action, USER shall contact KCS at 877-527-9464.

Section 18. NOTICES

Any correspondence required or permitted under this Agreement, except an emergency notice to KCS, shall be sent to each party by first class mail, national overnight delivery service, or hand delivered to the following address:

KCS: The Kansas City Southern Railway Company
Engineering Department
Post Office Box 219335
Kansas City, MO 64121-9335
(Overnight delivery service address:
427 West 12th Street, Kansas City, MO 64105)

With a copy to: Jones Lang LaSalle-Americas, Inc.
3017 Lou Menk Drive, Suite 100
Fort Worth, Texas 76131-2800
Phone: 817-230-2600
Fax: 817-306-5521

USER: Luminant Mining Company, LLC
P. O. Box 1636
Mt. Pleasant, Texas 75456-1636
Phone: 903-439-1414
Fax: 903-439-1444

Overnight delivery service address: From I-30, East or West, take Exit 126 (College Street). Turn SE on College Street (FM 1870) and go 2.3 miles to CR 2309. Turn right, 1.7 miles to mine entrance.

Either party may change its address by providing the other party written notice of the new address.

Section 19. SURVIVAL

Any obligation of USER arising or based upon facts occurring prior to termination, for indemnity or to reimburse KCS for any cost or expense, and the duty to barricade the road where each entered the right-of-way shall survive the termination of this Agreement.

This Agreement has been signed by the authorized representatives of each of the parties and shall be effective as of the date and year first written above.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: _____

Title: _____

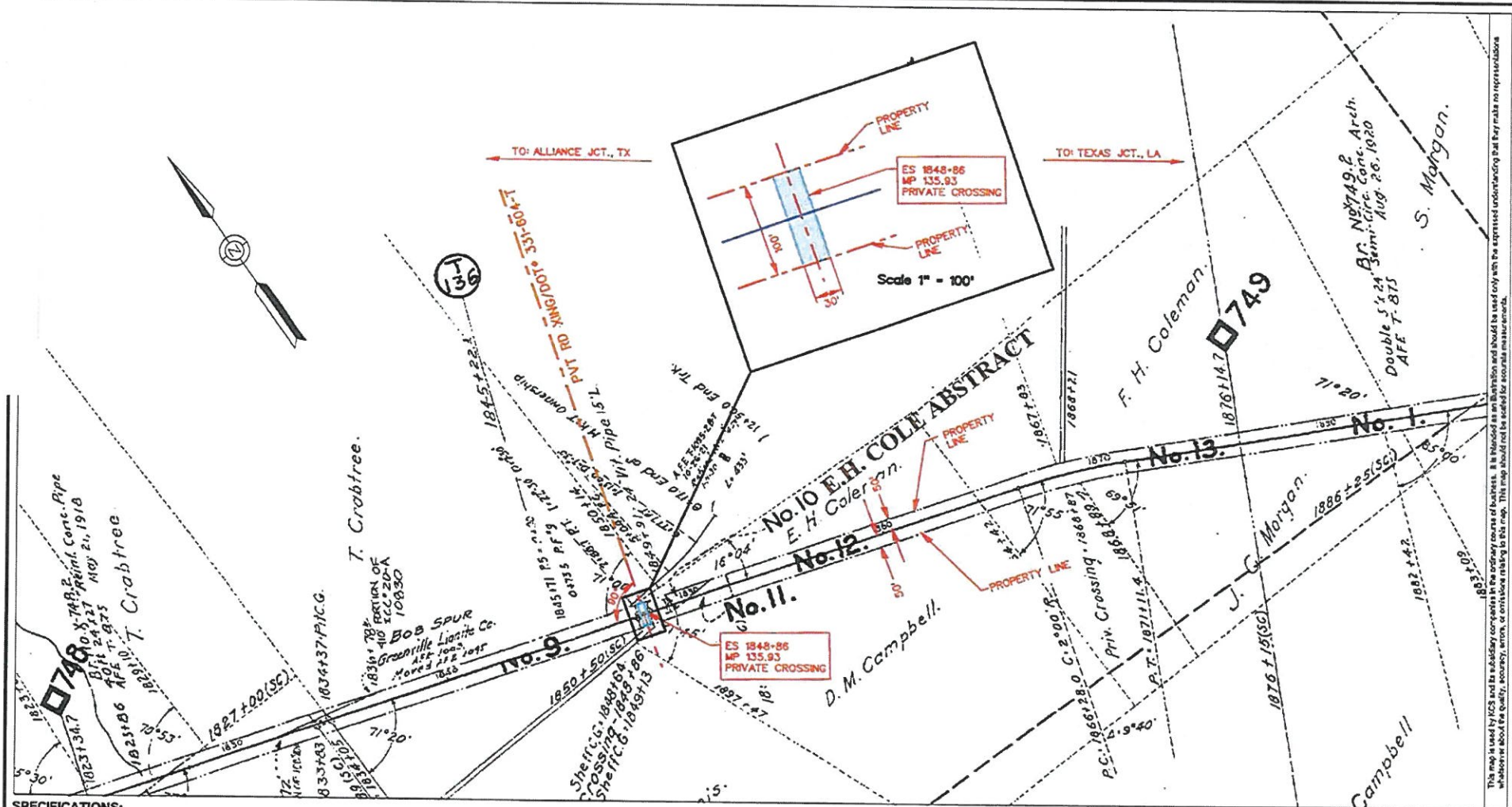
Date: _____

LUMINANT MINING COMPANY LLC

By: _____

Title: _____

Date: _____



SPECIFICATIONS:

(Type) CROSSING

CROSSING TYPE: PRIVATE TEMPORARY USE (30-48 MONTHS) FOR LUMINATE COAL

CROSSING WIDTH AND LENGTH: 30' X 100'

DOT# 204604

CROSSING CONSTRUCTION: CONCRETE

CROSSING USERS: COAL MINING VEHICLES

INTENDED USE: COAL MINING HEAVY EQUIPMENT

MADE J. DE LOS SANTOS COY - R.L. SURVEY, E.H. COLE ABSTRACT

COUNTY: HOPKINS

KANSAS CITY SOUTHERN
RAILWAY COMPANY

Date: 07-20-2010

Drawn By: WJS

Checked By: CTB

Company: BARTLETT & WEST

Sheet No: 1 of 1

Scale: 1" = 400'

APPROVED BY: Digitally signed by Danny Liles
DN: cm=Danny Liles, o=Kansas City Southern
Railway, ou=Signal Project Engineer,
email=Danny.Liles@kcsouth.com, c=US
Date: 2010.07.21 14:12:11 -0500

Map #: 19069

KCS FILE NO:

09-571

EXHIBIT "A"

TEMPORARY PRIVATE CROSSING FOR
LUMINATE MINING COMPANY
AT MP 135.94 GREENVILLE SUBD.
NEAR: SULPHUR SPRINGS, TEXAS

This map is used by KCS and its subsidiary companies in the ordinary course of business. It is intended as an illustration and should be used only with the expressed understanding that they make no representation or warranty about the quality, accuracy, or reliability of the data shown on this map. This map should not be used for legal or financial purposes.

FILED AND RECORDED ON

OCT 22, 2018 AT 02:21P

AS A(N) OF RECORD

CLERK NUMBER 20185709 PAGES 135

AMOUNT: 558.00

RECEIPT NUMBER 18006778

BY AUDENA

STATE OF TEXAS HOPKINS COUNTY, TEX
I hereby certify that this instrument was filed i
file number sequence on the date and time stamped
hereon by me and was duly recorded in the named
records of Hopkins County, Texas.

DEBBIE SHIRLEY, COUNTY CLERK
HOPKINS COUNTY, TEXAS

*Filed by City of Sulphur Springs
Call Gale on card above*
